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Effective: March 19, 1998

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO INTRASTATE
TELECOMMUNICATIONS SERVICES FURNISHED BY
WORLDCom NETWORK SERVICES, INC.
(D)

Issued by: **Charles J. Gardella**
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One Williams Center
P. O. Box 21348
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CHECK SHEET

The title page and pages 1-104 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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WorldCom Network Services, Inc.
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Ariz. C.C. No. 1
1st Revised Page No. 2
Cancels Original Page No. 2

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APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intra-state telecommunications Services within the State of Arizona by WorldCom Network Services, Inc. (hereinafter "WorldCom" or "Company").

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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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EXPLANATION OF SYMBOLS

- (C) To **signify** changed regulation
- (D) To signify discontinued material
- (I) To signify rate or charge increase
- (H) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To **signify** reduction
- (S) To signify reissued material
- (T) To **signify** a change in text but no change in rate or regulation
- (Z) To **signify** a correction

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I. DEFINITIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-Service testing, Service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Aaareaator

Any person, partnership, aemociation, joint stock company, trust corporation, governmental agency, or any other entity that in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for intrastate telephone Calls using Company as the provider of its Operator Services.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff if permitted by applicable governmental rules.

AMI

Alternate Mark Inversion.

Ancillary Charges

Charges for supplementary Services as set forth in Section IV herein which may consist of both nonrecurring and monthly recurring charges.

Annual Commitment

The required level of aggregate charges for each consecutive twelve month period in the Service Commitment Period beginning with the first full bill cycle following the Start of Service Date and each subsequent anniversary.

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I. **DEFINITIONS** (Cont'd)

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Auth . . . Code

One or more codes (consisting of 5 or more digits), made available to Metered Use Service Customers to identify themselves as Customers entitled to access and use of Company Services.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

B8ZS

Bipolar with eight zero substitution.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Busy Line Verification

Provides Operator assistance in determining if there is conversation in progress on a Called Station.

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I. DEFINITIONS ' d)

Busy Line Interruption

Provides for Operator interruption of a conversation in progress on a Called Station. A charge applies for each attempt to interrupt regardless of whether or not the Called Station releases the Call. A Busy Line Verification must be made prior to a Busy Line Interruption.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by Company, under the following circumstances: (1) if the LEC has confirmed in writing to Company that the Circuit-end or Dedicated Access line will be installed; or (2) if Company has already submitted facilities orders to an interconnecting telephone company.

Channel or Circuit

A dedicated communication path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Collect Call

A billing arrangement whereby the Called Station accepts the charges for the Call placed over the Company's Service. The person at the Called Station who accepts the Call is responsible for all charges and is subject to the provisions of this Tariff. Collect Calls cannot be placed to a public or semi-public payphone.

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I. DEFINITIONS (Cont'd)

Company

WorldCom Network Services, Inc.

D

Concentration and Segregation

In the DCS Concentration/Segregation application the DCS equipment located in a Company Point-of-Presence is used to electronically multiplex/demultiplex DS-0 or DDS level channels from a Customer's DS-1 level Interexchange Service or Local Access circuit and then electronically cross-connect those channels to DS-0/DDS level Interexchange Service or Local Access facilities. This application is Company's required alternative to the use of DS-1/DS-0 channel banks and DS-0 level electrical distribution frames within Company Points-of-Presence. The exact cross-connection of the DS-0/DDS channels must be specified at the time of order.

Consumer

A person initiating any intrastate interLATA telephone Call at an Aggregator location using Operator Service.

Corporate Bill

An optional billing feature associated with Measured Service which provides additional information on the Customer location or department making Call(a) on the monthly invoice for Measured Service.

Customer

The person, firm, corporation or other entity which uses, caused the use of, or allows the use of the Carrier's communication network and/or services and is thereby responsible for the payment of charges and for compliance with the Carrier's tariff regulations. A Customer is considered to be an account for billing purposes. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that 1) has not presubscribed to Company Service, but accesses Company by dialing the access number 10555, or any other Company carrier identification code, (2) remains presubscribed to Company Service after its account(s) are removed from Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, (3) accepts responsibility for the charges associated with an Operator Services Call, or (4) otherwise uses Service for which no other Customer is obligated to compensate Company. A Consumer may be considered to be a Customer.

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I. DEFINITIONS (Cont'd)

Customer Premises/Customer's Premises

Locations designated by a Customer where Service **is** originated/terminated whether for its own communications needs or for the **use** of its **resale** customers.

DCS

DCS means Digital Crotas-Connect System.

DDS Service

DDS **means** Digital Data Service which **is** an all digital dedicated Interexchange Service designed for full-duplex data transmission at a **synchronous** speed of 56 Kbps.

Dedicated Access/Special Access

Dedicated Local Access between the **Customer's Premises** or serving wire center and the **Company's** Point-of-Presence for origination or termination of Calls.

Diversity

Customer-designated **route** which indicates a **Customer** designated departure from a **Company's** route.

Drop and Insert

In this application, the multiplex equipment **is** used to electronically cross-connect **DS-0/DDS** level channels between **Customer** **DS-1** circuits or cross-connect **DS-1** level circuits between **Customer** **DS-3** circuits at a common multiplex location and may **also** provide for the dropping and/or inserting of **DS-0/DDS** level channels at that common location for connection to **DS-0** level Local Access or Interexchange facilities. The **DS-1** circuit may be a combination of **DS-1** level Interexchange Services as **DS-1** level Local Access facilities. The exact cross-connection of the channels between the **Customer's** circuit must be **specified** at the time of order.

DS-0

DS-0 **means** Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

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I. **DEFINITIONS** (Cont'd)

D - with VP Access

DS-0 Service with VP Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with DDS Local Access facilities provides for the transmission of digital data at speeds of 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

ESF

Extended Super Frame.

Emergency Service

Company provides Consumers telephone access to public safety answering points in their localities through Company operators. When Company routes a Call to a public safety answering point or a governmental emergency service provider, this Service shall be known as Emergency Service.

Exemption Certificate

A written Customer designation which certifies that its dedicated facility should be exempted from the monthly Special Access Surcharge because the Service:

- (a) terminatea on a device incapable of connecting Company's network with the local exchange network; or
- (b) is associated with a Switched Access Service that is subject to Carrier Common Line charges; or
- (c) constitutes a Private Line facility used for Telex Service or radio or television transmissions, or,
- (d) is an open-end termination in a Local Exchange Carrier's switch of an FX line; or
- (e) is a termination that could not make use of a Local Exchange Carrier's common lines.

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I. DEFINITIONS t ' d)

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company standard Service interval.

FCC

Federal Communications Commission.

Hierarchical Billing

A billing Feature associated with Measured Service approved by Company for joint use Service in accordance with Section 11.6.03.

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

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I. **DEFINITIONS** (Cont'd)

Interruption

Interruption shall mean a condition whereby the Private Line Service or a portion thereof is inoperative (as defined in Company's F.C.C. No. 4 Tariff, Section IV), beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of rectoration. See Section 11.10.04 set forth in this Tariff.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

LEC Card

The billing arrangement which enables the Consumer to bill Calls to an authorized calling card issued by a Local Exchange Carrier.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

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I. **DEFINITIONS** (Cont'd)

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Meaaured Service

Telecommunications Service furnished to Cuetomer under the terms and conditions of this Tariff based on the within stated and applicable per minute Base Rate charges and/or any other per minute charges or set-up charges for other service set forth in Company tariffs filed at the federal and state levels.

Multiplexing

Multiplexing, or "muxing," is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity ueage or vice vertaa.

A. **DS-1/DS-0 (D4) Multiplexing:**

This is a Service provided by the Local Exchange Carrier at the Local Exchange Carrier wire center that allows for the multiplexing/demultiplexing of 24 VP or DS-0 channels per DS-1.

B. **M13 Multiplexing:**

M13 Multiplexing includes the provision of M13 multiplexing equipment in a Company-deoignated Point-of-Preeence to perform the function of multiplexing or demultiplexing up to 28 DS-1 level Interexchange Services or Local Access circuits out of or into a single DS-3 level Interexchange Service or Local Access facility.

NA

Not available

N/C

No charge

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I. **DEFINITIONS** (Cont'd)

Nonrecurring Charges

Nonrecurring **Charges** are one-time charges.

Ooerator Dialed Surcharge

Appliee a surcharge to Operator Station and Person-to-Peroon rated Calls when the Customer has the capability of dialing all the digits **necessary** to complete a Call, but elects to dial only the Company operator and requests the operator to dial the Called Station.

Operator Handling Fee

A fee which applieo to Calls which require the aeeiotance of a Company operator. This charge may vary depending upon the **class** of the Call selected by the Consumer or the Customer.

Ooerator Services

Operator **Services** means any intrastate telecommunications Service initiated from an **Aggregator** location that includes as a component any automatic or live aeeistance to a Consumer to arrange for **billing** or completion of an intrastate telephone Call through a method other than:

- (a) automatic completion with billing to the telephone from which the Call originated; or
- (b) completion through an **access** code used by the Consumer with billing to an account previously established with the carrier by the **Consumer**.

Pavment Method

The manner which the Customer deeignatea as the means of billing **charges** for **Calls** using the Company's Service.

Person-to-Person

A Service arrangement where the Consumer **specifies** to the Company operator a **particular person**, department, **mobile station**, extension, or office to **be reached**. If the original person, department, mobile station, extension, or office designated by the Caller is unavailable and the Caller requeoto or **agrees** to talk to any other party, the Call is still classed as a Person-to-Pereon Call.

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I. **DEFINITIONS** (Cont'd)

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangement for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by Company.

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Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(e) involved.

Route Diversity

Two channels which are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(e) provided pursuant to this Tariff.

Service Commitment Period

The term selected by the Customer and stated on the Service order during which Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

SF

Super Frame.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by Company whichever is later.

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I. **DEFINITIONS:** ' d)

Station-to-station

A Service arrangement, other than **Person-to-Person**, which requires the assistance of a Company operator to complete the Call to the designated telephone number.

Tariff

The current Intraetate **Services** Tariff and effective revisions thereto filed by Company with the Arizona Corporation Commission.

Technical Standards - Private Line Services

Technical **Standards** for Private Line Services are governed by the Performance **Specifications** described in Section III of Company's F.C.C. No. 4 Tariff.

Third Party Billing

A billing arrangement by which a Call may be charged to an authorized station other than the Calling or Called Station. The entity agreeing to pay for the Call whether it is an existing Company Customer or not is responsible for all charges related to the Call.

Transmission Speed

Data transmission **speed** or rate, in bite per **seconds** (bpe).

Twelve O'clock

In designating time, 12:00 a.m. refers to 12:00 Midnight and 12:00 p.m. refers to 12:00 Noon.

Two-Way Conversation

A Two-Way **Conversation** is a telephone **conversation** between or among two or more parties.

VF

VP is voice frequency or **voice-grade** Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

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I. **DEFINITIONS** (Cont'd)

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call.

Holidays: In addition to Valentine.6 Day, the Company observes the following federally recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day, July 4th
Labor Day
Columbus Day
Veteran.8 Day
Thanksgiving Day
Christmas Day

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period.

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II. RULES AND REGULATIONS1. Description and Limitations of Services

- .01 Intraetate Telecommunications Service is the furnishing of Company communication Services contained herein between ~~specified~~ location~~6~~ under the terms of this Tariff.
- .02 Any ~~member of~~ the general public (including any natural person or legally ~~organized~~ entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that Company reserves the right to deny Service: (A) to any Customer that, in Company's reasonable opinion, presents an undue ~~risk~~ of nonp payment and refuses to comply with the deposit requirement~~8~~ set forth in Section 11.7.03 herein, (B) in circumstances in which Company has reaaon to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if ~~insufficient~~ facilities are available to provide the Service (in such cases Company ~~shall~~ take reasonable ~~efforts~~ to accommodate the needs of all potential Customers by means of facility improvements or purchases of capacity, if such efforts will, in Company's opinion, provide Company with a reaoonable return on its expenditures), but only for so long as such unavailability ~~exists~~.
- .03 Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements such ao special routing, Divercity, Alternate Access, or circuit conditioning.
- .04 Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- .05 Service may be discontinued upon written notice to the Customer if:
- a. the Customer is using the Service in violation of this Tariff; or
 - b. the Customer is using the Service in violation of the law or Commission regulation.

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II. RULES AND REGULATIONS (Cont'd)1. Description and Limitations of Services (Cont'd)

- .06 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- .07 Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- .08 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- .09 The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- .10 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes such as Calling Card codes, when the Company deems it necessary to take such action to prevent unlawful use of its Service. The Company will restore Service as soon as it can be provided without undue risk. Customers of the Company's Voice Card Service will be provided a replacement code in the event their initial code is canceled. A maximum of 1 replacement code will be issued. At the request of private payphone owners, Company will arrange to have direct dial calls blocked from the payphone to all domestic locations. Company may refuse to accept Voice Card, LEC Card, Collect Calling, or Third Number Calls which it determines to be invalid and/or may limit the use of these billing options to or from certain areas, cities or NXX exchanges in order to control fraud.

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II. RULES AND REGULATIONS (Cont'd)1. Description and Limitations of Services (Cont'd)

- .11 Toll **access** will not be provided to local 976 numbers because the proprietor of the Services offered through such numbers have not provided Company with a schedule of their charges.
- .12 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notices may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company addressee is provided in the executed Service order, notice shall be given to the last known business address of Customer or Company, as appropriate.

2. Other Terms and Conditions

- .01 The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- .02 The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 11.2.03 below.
- .03 Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- .04 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

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II. RULES AND REGULATIONS (Cont'd)2. Other Terms and Condition@ (Cont'd)

- .05 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- .06 The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- .07 The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge. In the event that Service was provided for less than a month, monthly recurring charges will be pro-rated. Unless otherwise specifically provided for in Section V, the following Non-Measured Service Charges including without limitation charges for Operator Service@, Directory Assistance, Ancillary Charges, Optional Features, and Taxes do not contribute, nor are they eligible for, volume and/or term discount.
- .08 Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service order form8 in effect from time to time or Customer's form0 accepted in writing by an authorized headquarters representative of Company (collectively referred to as "Service order"). When the Customer places a Service order for any of the Services contained herein, the Customer must provide the Company with the Customer's name and address for billing purposes and a contact name if different from that of the Customer. If a Customer places Service order for multiple premises, the Customer must also provide the Company with the contact name, telephone number, and address at each premises where Service will be installed. Each Service order shall reference this Tariff and, when accepted in writing by Company, the Service order will be deemed to set forth the final operative obligations between Company and the Customer regarding the Services described therein to the extent that it specifies the type of Service, quantity of Circuits, originating and terminating cities, originating telephone numbers, Requested Service Date, Service Commitment Period,

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II. **RULES AND REGULATIONS** (Cont'd)2. **Other Terms and Conditions** (Cont'd)

- if any, **changes** and other information neceeaary for Company to **process** the Service order. Any other iteme and conditions that are typed, printed or otherwise **included** in any Service order shall be deemed to be solely for the convenience of the parties unless noted **as** an Individual Case **Basis** (ICB) term or condition. No action by Company (including, without limitation, provision of Service to Customer pursuant to **such** Service order) shall be construed **as** binding or estopping Company with **respect** to such term or condition, **unless** the Service order containing **said** specific term or condition has been signed by an authorized headquarter8 representative of Company and Customer. Company shall have no obligation except those as eet forth in this Tariff or contained in Service orders and all other repreentations or agreements, oral or written, **shall** be of no effect. In the event the Service orders and **this** Tariff are inconeietent, **this** Tariff shall prevail.
- .09 If an entity other than the Company (e.g., another carrier or a eupplier) **imposes** charges on the Company in connection with a Service that **entity's charges** will be passed through to the **Customer also**.
- .10 The Service Commitment Period for any Service shall be **established** by the Service order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not **less** than thirty (30) **days** after delivery of **said** notice to the other. The **charges** for Interexchange Service during **any such** extension shall not exceed the then current Company month-to-month chargeo applicable to **such** Service.

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II. RULES AND REGULATIONS (Cont'd)3. Liability

- .01 Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrection, riots, war, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Service to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- .02 With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- .03 Where the Company WilMAX, CustomOne, WilPlus II or WilPlus III Service is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or is provided with a number or number other than the one(s) committed by the Company to the Customer, and any such failure or failure is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00.

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II. RULES AND REGULATIONS (Cont'd)

3. Liability (Cont'd)

- .04 The Company shall not be liable for the use or abuse of a Customer's WilMAX, WilPlus IV, CustomOne, WilPlus I, WilPlus II, WilPlus III, Network Service, Operator Service or other Service by any party including but limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any Calls placed by means of PBX-reorigination or any other legal or illegal equipment, service or device. In the case of Network Service, WilMAX, CustomOne, WilPlus II and/or WilPlus III, this also applies to third parties who dial the Customer's 800 number by mistake. The Company shall not be liable for any action, such as blocking or refusal to accept certain Calls, that it deems necessary to take in order to prevent unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, shall, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.
- .05 The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- .06 The Company shall be indemnified and held harmless by the Customer from:
- a. claims for libel, slander, or infringement of copyright arising out of the material, data, information, or otherwise arising out of the content transmitted via the Company's Service(a);
 - b. patent infringement claims arising from combining or connecting the Company Channels with equipment and systems of the Customer;
 - c. all other claims arising out of any act or omission of the Customer in connection with any Service provided by the Company;
 - d. defacement of, or damage to, the premises of a Customer resulting from the furnishing Installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company; and

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II. RULES AND REGULATIONS (Cont'd)

3. Liability (Cont'd)

- e. claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.
- .07 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable LLC signal power limitations.
- .08 The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- .09 The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such Installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action.

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II. RULES AND REGULATIONS (Cont'd)3. Liability (Cont'd)

- .10 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- .11 The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistake, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, representative, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. **THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THE WARRANTY (SEE SECTION II.10.04 HEREIN) AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.**

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II. RULES AND REGULATIONS (Cont'd)

3. Liability (Cont'd)

- .12 For Private Line Services, if Company's failure of performance by reasons specified above shall be for thirty (30) days or less, Private Line Service shall not be subject to cancellation, but an appropriate percentage of charges for the directly affected Service shall be abated for such Interruption of Service subject to provisions of Section 11.3.11 herein. If Company's failure of performance is for more than thirty (30) days, then the directly affected Private Line Service may be canceled by either Company or Customer without liability other than Customer's liability for payment for said Service provided prior to cancellation.
- .13 With respect to the routing of Calls by Company to public safety answering points or municipal Emergency Service providers, Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- .14 In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties Priming out of or relating to any Defects.
- .15 In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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II. RULES AND REGULATIONS (Cont'd)

4. Cancellation of Service by a Customer

- .01 If a Customer cancels a Service order before the Service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- .02 Except as otherwise provided under Section II.3 of this Tariff, if a Service order for Installation is delayed for more than 30 days beyond the Due Date, and such delay is not requested or caused by the Customer, the Customer may cancel the Service order without incurring cancellation charges.
- .03 Customers who subscribe to Private Line Service are subject to the following cancellation charges upon cancellation of Service. In addition, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of local access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.
- a. If the Service Commitment Period is one (1) year or less, then the termination charge shall be an amount equal to the balance of the monthly charges in effect at the time of cancellation for such canceled Service that otherwise would have become due for the unexpired balance of the Service Commitment Period.

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II. **RULES AND REGULATIONS** (Cont'd)

4. **Cancellation of Service by a Customer** (Cont'd)

- b. If the Service Commitment Period for the Service canceled is longer than one (1) year and cancellation becomes effective prior to completion of the first year of the Service Commitment Period, then the following applies. The cancellation charge shall be an amount equal to the balance of the monthly charges in effect at the time of cancellation for the unexpired portion of first year of the Service Commitment Period. In addition, Customer will pay twenty percent (20%) of the monthly charges for the remainder of the Service Commitment Period beyond the first year; and
 - c. If the Service Commitment Period for the Service canceled is longer than one (1) year and cancellation becomes effective after completion of the first year of the Service Commitment Period, then the following applies. The cancellation charge shall be an amount equal to twenty percent (20%) of the balance of the monthly charges in effect at the time of cancellation for such canceled Service for the unexpired portion of the Service Commitment Period.
 - d. Company's damages in the event Service is subject to cancellation by a Customer are difficult or impossible to ascertain. These provisions are intended to establish liquidated damages in the event of a cancellation by a Customer.
- .04 The foregoing to the contrary notwithstanding, and upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or other local, state or federal government authority.

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II. RULES AND REGULATIONS (Cont'd)

4. Cancellation of Service by a Customer (Cont'd)

.05 Unless otherwise specifically provided for in Section II herein with respect to a particular Service, Customers who subscribe to Wilplus Service subject to a Minimum Monthly Charge are subject to the following cancellation charges upon cancellation of Service for the convenience of Customer, i.e., without cause, such as), would be the case for Defective Service. In either case, the Customer is also liable for any charges, expense, fees, or penalties incurred by Company or its affiliated companies due to cancellation of Local Access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.

- a. If the Service Commitment Period for the canceled Service is one (1) year or less, then the cancellation charge shall be an amount equal to the balance of the Minimum Monthly Charge (then in effect at the time of cancellation) for such canceled Service that otherwise would have become due for the unexpired balance of the Service Commitment Period (but in no event less than zero):
- b. If the Service Commitment Period for the canceled Service is longer than one (1) year and such cancellation becomes effective prior to completion of the first year of the Service Commitment Period, then the cancellation charge shall be an amount equal to the balance of the Minimum Monthly Charge (then in effect at the time of cancellation) for such canceled Service that otherwise would have become due for the unexpired portion of first year of the Service Commitment Period plus fifty percent (50%) of the balance of such Minimum Monthly Charge for the remainder of the Service Commitment Period beyond the first year; and
- c. If the Service Commitment Period for the canceled Service is longer than one (1) year and such cancellation becomes effective after completion of the first year of the Service Commitment Period, then the cancellation charge shall be an amount equal to fifty percent (50%) of the balance of the Minimum Monthly Charge (then in effect at the time of cancellation) for such canceled Service that otherwise would have become due for the unexpired portion of the Service Commitment Period.
- d. As Company's damages in the event of a cancellation are difficult or impossible to ascertain, the foregoing provisions or any provisions set forth in Section II herein providing for a cancellation charge are intended to establish liquidated damages in the event of a cancellation of a Service and do not represent a penalty of any kind.

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II. **RULES AND REGULATIONS** (Cont'd)

5. **Cancellation for Cause by the Company**

- .01 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- .02 Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances:
- a. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);
 - b. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
 - c. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
 - d. if the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;
 - e. immediately upon written notice to the Customer of any sum thirty (30) days past due;

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II. RULES AND REGULATIONS (Cont'd)

5. Cancellation for Cause by the Company (Cont'd)

- f. immediately upon written notice to the Customer, after failure of the Customer to comply with a request by the Company for reasonable security for the payment of Service;
- g. seven (7) days after sending the Customer written notice if noncompliance with the terms and conditions of this Tariff is not corrected within the seven (7) day period; or
- h. if the Customer refuses to pay for continued use of Company Services either via 10555 or another carrier access code once the Customer's account has been canceled.

.03 The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

6. Use of Service

.01 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section II.3 herein. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

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II. RULES AND REGULATIONS (Cont'd)

6. Use of Service (Cont'd)

- .02 The Customer is responsible for the placement of Service orders for the Service described herein as well as complying with the provisions of this Tariff. When the Customer places a Service order for any of the Services contained herein, the Customer must provide the Company with the Customer's name and address for billing purposes and a contact name if different from that of the Customer. If a Customer places Service orders for multiple premises, the Customer must also provide the Company with the contact name, telephone number, and address at each premises where Service will be installed. Customer may be required to execute written Service orders as described in Section 11.1.12 and Section II.2.08 herein.
- .03 Service furnished by the Company, excluding WilPlus IV and Casual Calling, may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- a. One joint user or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communication requirements of its own. The Customer must specifically name all joint user or authorized user in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

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II. RULES AND REGULATIONS (Cont'd)

6. Use of Service (Cont'd)

- b. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or authorized user must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer shall be responsible for allocating charges to each joint user or authorized user.
- .04 In addition to the other provisions in this Tariff, Customers reselling Company's services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either Company or the Customer.
- .05 Service furnished by the Company shall not be used for any unlawful or fraudulent purposes such as:
- a. use of electronic devices, invalid numbers! and false credit devices to avoid payment for Services contained in this Tariff either in whole or in part; and
- b. to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another.

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II. **RULES AND REGULATIONS** (Cont'd)

6. **Use of Service** (Cont'd)

Nor shall Service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

If, within 90 days of activation, a Customer's 800 number is used by callers only for test Calls, the Company, upon written notice, may make the 800 number unavailable for use.

- .06 A Customer of Company WilMAX, CustomOne, WilPlus II or WilPlus III Service shall provide not less than ten (10) business days notice prior to implementation of special advertising or other new promotion likely to stimulate usage.
- .07 If a Customer of the Company WilMAX, CustomOne, WilPlus II or WilPlus III Services is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company shall give the Customer 10 days written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.
- .08 A Customer requesting WilMAX, CustomOne, WilPlus II or WilPlus III Service shall supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast shall be submitted quarterly after Service is initiated.

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II. **RULES AND REGULATIONS** (Cont'd)

6. **Use of Service** (Cont'd)

- .09 The Customer will be billed directly by the LEC for the Dedicated Access arrangement selected by the Customer for the provisioning of WilMAX, CustomOne, WilPlus II, WilPlus III, or Network Service - Option 2. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges in accordance with Section V.13 herein.
- .10 In the course of furnishing Service Company may pay commissions to the third party marketing entities of up to ten (10) percent of qualifying monthly usage revenues generated by Company Customers to whom the third party has marketed Company Service(e). The actual level of commission to be paid will be dependent on the nature and extent of activities engaged in by the third party on Company's behalf, including, without limitation, initial sales effort, order coordination and processing, Customer Service, Service problem determination and resolution, billing coordination, billing dispute resolution, and collection or guarantee of collection of the amounts billed to Company Customers acquired by the third party. The commission payments may be remitted by the third party, in whole or in part, and in its sole discretion, to Customer to whom it has marketed Company Service(e).
- .11 **Use of Recording Devices**
- .01 Company's Services are not adapted to the use of recording devices and Customers who use such devices to record two-way telephone conversations, or for other purposes, do so at their own risk. Neither Customer nor other entity may record a Two-Way Conversation except as permitted by applicable law.

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II. RULES AND REGULATIONS (Cont'd)7. Payment Arrangements

- .01 The Customer is responsible for payment of all charges for Service6 furnished to the Customer or its joint or authorized users. This includes payment for Calls or Services specifically requested by the Customer, Collect Calls or Third Party Calls accepted at a Customer's number, Voice Card Service or LEC Card Calls or Calls originated at a Customer's number. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employee, or the public.
- .02 The Company's bills are due upon receipt. Amounts not paid within 30 days from the Due Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount of the lesser of one and one-half percent (1 1/2%) per month or the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- .03 In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any). Customers who present such an undue risk may be required at any time to provide the Company a security deposit, in cash or the equivalent of cash, up to an amount equal to the applicable Installation charges, if any, and/or up to two months' actual or estimated usage charge for the Service to be provided. Such applicants or Customers may also be required, at any time, whether before or after the commencement of Service, to provide such other assurances of, or security for, the payment of the Company's charges for its Services as

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II. RULES AND REGULATIONS (Cont'd)7. Payment Arrangements)

the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantee8 of payment, pledge8 or other grant8 of security interests in the Customers' assets, and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deem8 appropriate in the light of changing conditions. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bill8 within a specified period of time, and to make such payment8 in cash or the equivalent of cash. In case of a cash deposit, simple interest at the rate provided for in Rule 11(a) of the Rules Regulating the Service of Telephone Utilities shall be credited or paid to the Customer while the deposit is held by the Company. At the Company's option, much deposit may be refunded to the Customer's account at any time.

- .04 Disputes with respect to charge8 must be presented to the Company in writing within six month8 from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- .05 If a LEC ha8 established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangement8 presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- .06 In the event the Company incur8 fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charge8 owed the Company, the Customer will be liable to the Company for the payment of all such fee8 and expenses reaasonably incurred.
- .07 A Customer of the Company's WilMAX, CustomOne, WilPlus II, WilPlus III, or Network Service is responsible for payment for all Call8 placed to or Via the Customer's WilMAX, CustomOne, WilPlus II or WilPlus III Service number(s) including those placed by the Customer's employees, third parties or other members of the public.

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II. RULES AND REGULATIONS (Cont'd)

7. Payment Arrangements (Cont'd)

- .08 If a Customer whose account has been closed has a credit balance remaining, the Company will transfer the credit to another account of the Customer, if there is one, or will mail a check for the balance to the Customer. An account maintenance charge of \$5.00 per month will be charged to those accounts which do not respond within 30 days to the Company's notification either on the final invoice or by letter of the credit balance or if the post office returns the final invoice or letter as undeliverable. The Company will continue to assess this charge until the Customer requests a refund or the balance is exhausted.
- .09 Promotional and other credits offered by Company in marketing its Services cannot be assigned. Such credits must be used by the person to whom they were offered or the person who earned them under the provisions of the offer.
- .10 The Installation charges set forth in this Tariff for Channel terminations contemplate Installations made in normal locations and under normal working conditions. Any Installations made under other circumstances are subject to additional charges.
- .11 In the event that a check or draft tendered by a Customer is returned, a fee of \$15 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.

8. Assignment

The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

9. Tax Adjustments

- .01 All stated charges in this Tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.

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II. RULES AND REGULATIONS (Cont'd)9. Tax Adjustments (Cont'd)

- .02 A surcharge is imposed on all charges for Service originating at addressee in states which levy a gross receipts tax on Company's operation. This surcharge is composed of a factor of the gross receipts tax and taxes imposed directly or indirectly upon Company as measured by the gross receipts payments or revenues of interstate access charge will be shown as a separate line item on the Customer's monthly invoice. Pending the conclusion of any litigation challenging a jurisdiction's right to impose any tax, Company may elect to impose and collect a surcharge covering such tax, unless otherwise constrained by court order or direction, or it may elect to waive any surcharge. If it has collected a surcharge or tax and the challenged surcharge or tax is found to have been invalid and unenforceable, Company will credit or refund such sums to each affected Customer if either Company has retained such funds or Company has remitted such funds to the collecting jurisdiction and the funds have been returned to Company. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

10. Allowance for Interruptions

- .01 For WilMAX, WilPlus IV, CustomOne, WilPlus I, WilPlus II, WilPlus III, Network Service, and Operator Services, a credit allowance will be made for that portion of a Call which is interrupted due to poor transmission (e.g., noisy Circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by Defects in the Company's Service. A Customer may also be granted credit for reaching a wrong number. To receive a credit, the Customer must notify a Company Customer Service Representative and furnish information, including the Called Station, the Service subscribed to, the Defect experienced, and the approximate time the Call was placed.

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II. RULES AND REGULATIONS (Cont'd)

10. Allowance for Interruptions (Cont'd)

.011 Where a Call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the Call made to reestablish communications with the other party. Where a Call has been interrupted by poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted Call, or for the entire Call if it lasted less than three minutes. A Customer who has reached a wrong number will be given a credit allowance equivalent to the charge for the initial minute of the Call to the wrong number if it reports the situation promptly to a Customer Service Representative of the Company.

.012 From time to time, the Company will grant credits against usage charge in an amount not to exceed one month's average billing not to exceed \$7.00 per Customer or account whenever the Company determines that such a credit is warranted due to consideration involving the delivery of past Service to the Customer or account receiving the credit.

- .02 For all of the Company's WilMAX, CustomOne, WilPlus II, WilPlus III, and Network Service - Option 2, which involve Dedicated Access on either the originating or terminating end or both for which monthly recurring charges are applied and which may be interrupted for as much as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

.021 When Service is interrupted for a Period of less than two hours, no credit allowance will be given.

.022 When the Service's Dedicated Access line or lines associated with the Service are interrupted for a period of two to twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge or charges will be given.

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II. **RULES AND REGULATIONS** (Cont'd)

10. **Allowance for Interruptions** (Cont'd)

.023 When the Service's Dedicated **Access** line or lines associated with the Service are interrupted for a period of more than twenty-four hour8, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge or charges will be given for each twenty-four hour period or fraction thereof.

.03 No credit allowances will be made for:

- a. Interruption8 caused by the negligence of the **Customer** or others authorized by the Customer to use the **Customer's** Service.
- b. Interruptions due to the failure of power, equipment, **systems**, or Service8 or Services not provided by the Company.
- c. Interruption8 during any period which the Company or its agent8 are not afforded **access** to the premises where access line8 associated with the Customer's Services are terminated.
- d. Interruptions during any period when the Customer or user has released the Service to the Company for maintenance or rearrangement **purposes**, or for the implementation of a Customer Service order.
- e. Interruption8 during periods when the **Customer** elect8 not to release the Service for testing or repair and continue8 to use it on an impaired **basis**.
- f. Interruption8 not reported to the Company.
- g. Non-completion of Call8 due to network busy conditions.

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II. **RULES AND REGULATIONS** (Cont'd)

10. **Allowance for Interruptions** (Cont'd)

- .04 Company warrants that its Private Line Services will conform to the Technical Standards as set forth in Company's F.C.C. No. 4 Tariff, Section III. Following Start of Service Date, if the Customer reports an Interruption in Service to Company at Company's Network Control Center and the affected Service is not Restored as warranted within one-half hour of such report, Customer shall, upon request directed to the Customer's designated Company Customer Service representative, receive a credit at the rate of 1/1440 of the monthly recurring charges applicable to Service directly affected by such Interruption of Service for each half hour or major fraction thereof in excess of the first half hour during which such Service fails to conform to the Technical Standards. If a portion of the Service fails to conform to the Technical Standards over a period of thirty (30) days, the Customer may notify Company in writing of its conditional intent to cancel such Service in accordance with the cancellation provisions herein. If, over a period of thirty (30) days after receipt of such notice, the Service fails to conform to the Technical Standards, the Customer may terminate the affected portion of the Service without a cancellation charge at the expiration of the notice period. See Section II.4 herein.
- .05 An interruption period begins when the Customer reports to the Company's Customer Service Representatives or for an Interruption in Private Line Services, the Network Control Center that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is Restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted.
- .06 If the Customer elects to use another means of communication during the period of interruption, the Customer is solely responsible for payment of the charges for the alternate Service used.

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II. RULES AND REGULATIONS (Cont'd)

11. Directory Assistance

Directory Assistance is available to Customers of the Company's WilMAX, Prepaid Calling Card, WilPlus IV, CustomOne, WilPlus I, WilPlus II, WilPlus III, Network Service, and Operator Services. An undiscounted charge will be applied to each Call for information as to any telephone number within the state. Up to two requests may be made on each Call to Directory Assistance. The Directory Assistance charge applies to each Call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. The surcharge for Voice Card Calls will not be applied to Directory Assistance Calls.

12. Method for Calculation of Airline Mileage

The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C.No. 10 according to the following formula:

$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

where V₁ and H₁ correspond to the V&H coordinates of City 1 and V₂ and H₂ correspond to the V&H coordinates of City 2.

Example:

	<u>V</u>	<u>H</u>
city 1	5004	1406
City 2	5987	3424

$$\frac{(5004 - 5987)^2 + (1406 - 3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

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II. RULES AND REGULATIONS (Cont'd)

13. Time of Day Rate Periods

Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section V herein apply as follows:

DAY:	From 8:00 AM to* 5:00 PM	Monday - Friday
PRIME:	From 8:00 AM to 5:00 PM	Monday - Sunday
EVENING:	From 5:00 PM to 11:00 PM	Monday - Friday and Sunday
NIGHT/ WEEKEND:	From 11:00 PM to 8:00 AM	Everyday
	From 8:00 AM to 11:00 PM	Saturday
	From 8:00 AM to 5:00 PM	Sunday
NON-DAY:	From 5:00 PM to 11:00 PM	Monday - Friday and Sunday
	From 11:00 PM to 8:00 AM	Everyday
	From 8:00 AM to 11:00 PM	Saturday
	From 8:00 AM to 5:00 PM	Sunday

NON-PRIME: From 5:00 PM to 8:00 AM Monday - Sunday

*To but not including for all time periods shown.

14. Special Customer Arrangements

In cases where a Customer requests a special or unique arrangement which may include engineering, condition ing, Installation, construction, facilities, assembly, urchase or lease of facilities and/or other special Service@ not o4fered under this Tariff, the Company, at its Option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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II. **RULES AND REGULATIONS (Cont'd)**

15. **Collocation of Customer Equipment**

The Company will consider requests from Customers or prospective Customers, on a first-come, first-served basis, to collocate their equipment at the Company Points-of-Presence, subject to (1) the Company's current and forecasted physical space requirements, taking into account available space, at the Company Point-of-Presence, (2) any applicable lease or occupancy restrictions imposed on the Company, (3) the technical and operational compatibility of the Customer's equipment with the Company equipment and Services, (4) the Company's security and revenue requirements, and (5) terms and conditions to which the Customer contractually will commit.

16. **Systems Security**

Where Customers are permitted access to the Company's computer systems and data (hereinafter Systems) for the purposes of managing and maintaining their telecommunications system, they will adhere to the following:

- .01 Customers may access the Company's systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
- .02 Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.

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16. **Systems Security** (Cont'd)

- .03 Customers shall not in any manner or form **disclose**, provide, or otherwise make available, in whole or in part, these **Systems**, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the **Customer's** telecommunications **system**. These **Systems** remain the property of Company and may not be copied, reproduced or otherwise **disseminated** without the prior written permission of Company.
- .04 Customers shall take all reasonable precautions to maintain the confidentiality of Company **System**. Such precautions shall include the use of Personal Identification Numbers (PINs) and **passwords** selected by and known only to the Customer's individual authorized **users**. Telephone **numbers** and dial-up **access numbers** assigned to the Customer by Company, **PINs** or any aspect of **access** and sign-on methodology used to access these **Systems** shall not be **poeted** or **shared** with others under any **circumstances**. Customers shall follow normal logoff **procedures** prior to leaving a terminal unattended. **Customers** should report any known or **ouexpected** attempt by others to unauthorized **access** of these **Systems**.
- .05 In the event that a security **access** device assigned to a Customer for dial-up **access** is lost, stolen, or misplaced, the Customer must notify Company immediately. **Access** into these **Systems** beyond that authorized may result in **civil** and/or criminal penalties.

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II. RULES AND REGULATIONS (Cont'd)

17. Change in Service Arrangement

When a change in Service arrangement involves the continued use by the Customer of Channels furnished by the Company, Installation charges do not apply to the Channels continued in use. The minimum Service period for the Channels continued in use is determined from the Start of Service Date.

18. Inspection

The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, because of departure from any of these requirements.

19. Testing and Adjustment

Upon reasonable notice, the Channels provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

20. Interconnection with Other Carriers

- .01 Service furnished by the Company may be connected with Services or facilities of another carrier. Such interconnection may be made at the Company POP or entrance site, at a POP of another carrier, or at the Customer Premises, joint user, or authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.

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II. **RULES AND REGULATIONS** (Cont'd)

20. **Interconnection with Other Carriers** (Cont'd)

- .02 Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense. Upon the Customer's request and acting as its authorized agent, the Company will attempt to make the necessary arrangement for such interconnection.

21. **Customer Provided Equipment**

Customer Premises Circuit terminating equipment such as Channel Service units (CSU's) and Multiplexing equipment and any other terminal equipment such as telephone sets or systems shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing.

22. **Restoration of Service**

The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

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III. **TECHNICAL STANDARDS**

1. **APPLICATION OF TECHNICAL STANDARDS**

Technical Standards for Private Line Services are objectivea for Company to follow and are set forth in Company's F.C.C. No. 4 Tariff, Section III.

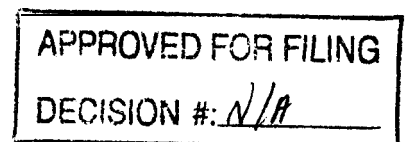
2. **MAINTENANCE**

Repair procedures will be initiated upon notification of trouble by internal network surveillance systems or by notification of trouble and release of Service by Customer for testing.

3. **ACCEPTANCE TESTS**

Company will verify that the Service is performing in a oatiefactory manner prior to release to Cuotomer. Customer will be allowed 24 hourm to verify that the Service is performing within the relevant performance standards prior to Start of Service Date.

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IV. PRIVATE LINE SERVICE OFFERINGS

1. Private Line Service is offered in the form of **communication** facilities dedicated to the use of a **specific** Customer. Private Line Service is billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which Service is performed. Nonrecurring **Charges** are billed in the month in which Service is performed. The various types of Private Line Service are listed below. Depending on the term discount plan selected as well as the optional features, other recurring and Nonrecurring Charges may apply as described herein. Customers subscribing to Company's Private Line Service may order Service on a monthly basis or for periods of 1, 2, 3, 4 or 5 years. Customers of each type of Private Line Service who subscribe for terms ranging from 1 to 5 years, inclusive, will receive a term discount in addition to an aggregate dollar volume discount as described herein. Upon expiration of the selected Service Commitment Period, Service will continue on a monthly basis at the current charges for such monthly Service as set forth herein unless canceled by the Customer or Company in accordance with the provisions of this Tariff. See Sections II.4 and II.5 herein for **cancellation provisions**.

2. DS-0 (DIGITAL SIGNAL LEVEL 0) SERVICE

.01 DS-0 Service With **VF Access**

DS-0 Service is a 64 Kbps dedicated digital Interexchange Channel Service. With analog Voice Frequency (VF) Local Access facilities, DS-0 Service will support the transmission of analog voice and/or data within the frequency range of 300 - 3000 Hz. **DS-0 Service with VP Access** combines digital long-haul transmission with analog Private Line Local Access.

.02 DS-0 Service With **DDS Access**

Company's DS-0 Service is a 64 Kbps dedicated digital Interexchange Channel Service. With DDS digital Local Access facilities, Company's DS-0 Service may be utilized for the synchronous transmission of full duplex digital data at 2.4, 4.8, 9.6 or 56 Kbps. DS-0 Service with DDS digital Local Access provides End-to-End digital Service. In providing this Service, the source of synchronization for the End-to-End Circuit is Customer provided equipment. Therefore, synchronization for the End-to-End Circuit is the responsibility of Customer.

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IV. PRIVATE LINE SERVICE OFFERINGS (Cont'd)

3. DS-1 (DIGITAL SIGNAL LEVEL 1) SERVICE

DS-1 Service is a high capacity point-to-point Private Line Service designed for the simultaneous full-duplex transmission of digital signals at a nominal speed of 1.544 Mbps.

4. CUSTOMER PROVIDED EQUIPMENT

Customer Premises Circuit terminating equipment such as Channel Service units (CSUs) and Multiplexing equipment and any other terminal equipment such as telephone sets or systems shall be provided by the Customer and furnished and maintained at Customer's expense in accordance with the rules and regulations in Section II herein.

5. DIGITAL DATA SERVICE (DDS)

Company's DDS Service provides end-to-end digital private line Interexchange Service designed for use in data applications. This Private Line Service is provided with DDS Local Access facilities and is designed for full time synchronous transmission at 56 Kbps. In providing this Service, synchronization for the IXC portion of the Service is matched to the synchronization for the Local Access portion of the Service, as furnished by the applicable Local Access Provider(s).

6. FRACTIONAL T-1 SERVICE

Fractional T-1 Services consists of 2 to 24 DS-0 interexchange channels between the same 2 Company points of presence utilizing DS-1 level local access facilities. A Digital Cross-connect System (DCS) is used to control the number of channels provided.

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IV. PRIVATE LINE SERVICE OFFERINGS (Cont'd)7. BASE RATES - MONTHLY

Rates set forth below are monthly recurring charges and apply to Interexchange Service only. Other charges which may be applicable are Nonrecurring Charges (Company's F.C.C. No. 4 Tariff, Section IV.12), Ancillary charges (Company's F.C.C. No. 4 Tariff, Section IV.14), and Local Access charges set forth in Section V.7 herein.

.01 DS-0 Service

<u>Mileage</u>	Monthly Rate <u>Fixed</u>	Monthly Rate Per Mile or <u>Fraction Thereof</u>
0 - 100	\$ 125.00	\$ 1.40
101 +	\$ 233.00	\$.28

.02 56 Kbps DDS Service

<u>Mileage</u>	Monthly Rate <u>Fixed</u>	Monthly Rate Per Mile or <u>Fraction Thereof</u>
1+	\$ 287.00	\$.39

.03 DS-1 Service

<u>Mileage</u>	Monthly Rate <u>Fixed</u>	Monthly Rate Per Mile or <u>Fraction Thereof</u>
1+	\$2,248.00	\$3.26

.04 Fractional T-1 Service

<u>Mileage</u>	Monthly Rate <u>Fixed</u>	Monthly Rate Per Mile or <u>Fraction Thereof</u>
1 +	\$ 233.00	\$ 0.28

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IV. **PRIVATE LINE SERVICE OFFERINGS (Cont'd)**

8. **DISCOUNTS**

The **discount** structuree listed below are baood **solely on** the **Service** Commitment Period **selected** by the Customer and stated in the Service order.

.01 The **discount structure** for DS-0 Service **is** as follows:

Min. \$ Monthly	1 Year	2 Years	3 Years	4 Years	5 Years
0	5%	6%	7%	8%	9%
2,500	7%	8%	9%	10%	11%
5,000	8%	9%	10%	11%	12%
7,500	9%	10%	11%	12%	13%
10,000	10%	11%	12%	13%	14%
15,000	11%	12%	13%	14%	15%
20,000	12%	13%	14%	15%	16%
25,000	13%	14%	15%	16%	17%
35,000	14%	15%	16%	17%	18%
45,000	15%	16%	17%	18%	19%

.02 The discount otructure **for** DS-1 Service **is** as follows:

Min. \$ Monthly	1 Year	2 Years	3 Years	4 Years	5 Years
0	17%	19%	22%	26%	31%
5,000	23%	28%	32%	33%	35%
10,000	34%	35%	36%	37%	38%
20,000	36%	37%	38%	39%	40%
30,000	37%	38%	39%	40%	41%
40,000	38%	39%	40%	41%	42%
50,000	39%	40%	41%	42%	45%

.03 The **discount** otructure for DDS Service **is** ae followe:

Min. \$ Monthly	1 Year	2 Years	3 Year0	4 Year0	5 Years
0	5%	6%	7%	8%	9%
2,500	7%	8%	9%	10%	11%
5,000	8%	9%	10%	11%	12%
7,500	9%	10%	11%	12%	13%
10,000	10%	11%	12%	13%	14%
15,000	11%	12%	13%	14%	15%
20,000	12%	13%	14%	15%	16%
25,000	13%	14%	15%	16%	17%
35,000	14%	15%	16%	17%	18%
45,000	15%	16%	17%	18%	19%

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IV. PRIVATE LINE SERVICE OFFERINGS (Cont'd)

8. DISCOUNTS (Cont'd)

.04 The discount structure for Fractional T-1 service is as follows:

Min. \$ Monthly	1 Year	2 Years	3 Years	4 Years	5 Years
0	5%	6%	7%	8%	9%
2,500	7%	8%	9%	10%	11%
5,000	8%	16%	17%	19%	20%
7,500	13%	18%	19%	20%	21%
10,000	19%	20%	21%	22%	23%
20,000	20%	21%	22%	23%	24%
30,000	21%	22%	23%	24%	25%
40,000	22%	23%	24%	25%	26%
50,000	23%	24%	25%	26%	27%

.05 Fractional T-1 Base Rate/Multi-Channel Discount

<u>Number of Channels</u>	<u>Discount</u>
2-3	7.5%
4-7	15%
8-11	20%
12 or more	35%

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IV. PRIVATE LINE SERVICE OFFERINGS (Cont'd)9. PRICE PROTECTION PLAN

Customers who **select** a Service Commitment Period for Interexchange Service of one, two, three, four, or five years after June 1, 1996 are automatically enrolled in the Price Protection Plan **as described** below. During the Service Commitment Period, Customer **shall** have the option to obtain the discount schedule for **such** IXC Service which **is equal** to Company's then current discount schedule under **this** Tariff for IXC Service ("**Published Price**") upon the following conditions of the Price Protection Plan.

Under the Price Protection Plan, if at any time during the Service Commitment Period any discount rate on the applicable **discount schedule** **is** decreased ("New Discount Schedule") for that Service the Customer will continue to be charged the discount in effect at the time the Service Commitment Period was initially selected. If any discount rate on the applicable discount schedule **is increased** ("New Discount Schedule"), the Customer may obtain the affected Service with the New Discount Schedule by executing a new Service Order for the Service in question subject to a Service Commitment Period which **is equal** to or greater than the Service Commitment Period of the original Service arrangement ("**Revised Service Commitment Period**"). Any New Discount Schedule available to Customer pursuant to the foregoing provisions **shall** become effective with the commencement of the Revised Service Commitment Period **as of** a date not later than the **first** day of the **latest** calendar month/billing period occurring within the **sixty (60) days** next following Customer's execution and **submission** of the above-referenced new Service Order to Company.

Customers who selected a Service Commitment Period for Interexchange Service of one, two, three, four, or five years on or before May 31, 1996 are automatically enrolled in the Existing Customer Price Protection Plan as described below. During the Service Commitment Period, Customer **shall** have the option to obtain pricing for such IXC Service which **is equal** to Company's then-current pricing (i.e., Base Rates and discounts) under **this** Tariff for IXC Service ("**Published Price**") upon the following conditions of the Existing Customer Price Protection Plan.

Under the Existing Customer Price Protection Plan, if at any time during the Service Commitment Period the Base Rates are increased for that Service the Customer will continue to be charged at the Base Rate in effect at the time the Service Commitment Period was initially selected.

Under the Existing Customer Price Protection Plan, if at any time during the Service Commitment Period any discount rate on the applicable discount schedule **is** decreased ("New Discount Schedule") for that Service the Customer will continue to be charged the discount in effect at the time the Service Commitment Period was initially selected. The Existing Customer Price Protection Plan **shall** only be effective for the duration of the term of the initial Service Commitment Period for Interexchange Service that Customer selected before or on May 31, 1996 and **shall not apply to renewals of same.**

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IV. PRIVATE LINE SERVICE OFFERINGS (Cont'd)

10. NONRECURRING CHARGES

Nonrecurring charges as set forth in Company's F.C. C. No. 4 Tariff, Section IV.11 -.12, may apply in addition to the rates for Private Line Service contained in this Tariff.

11. ANCILLARY CHARGES

Ancillary charges as set forth in Company's F.C. C. No. 4 Tariff, Section IV.13 -.14, may apply in addition to the rates for Private Line Service contained in this Tariff.

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V. **MESSAGE TELECOMMUNICATIONS SERVICES**

1. **WilPlus I**

WilPlus I is a distance and time of day sentaitive direct dial long distance Service. Customers may access WilPlus I either by dialing direct or by dialing 10555 or another Company carrier **access** number. Duration of **WilPlus I** Calls (usage) are expressed in increments of a minute and subject to a 1 minute minimum charge per Call. All Calls are rounded to the next highest minute. For instance, a Call lasting 3 minutes and 40 seconds is billed as a 4 minute Call. Time of Day and Holiday Discounts as described in Section II.13 herein apply to the per minute usage charges stated below. Volume discounts as described below may also apply.

.01 Minimum Monthly Usage Charge:

All Customers of WilPlus I are subject to a minimum monthly usage charge of \$8.00 per account. If the total monthly billing for all WilPlus I Serviceo contained in this Tariff and subscribed to by the Customer is less than \$8.00, the Customer is billed \$8.00. If the total monthly billing for Wilplus I is more than \$8.00, the actual usage is billed.

.02 Option I - Basic Long Distance

Per Nminute Usage Charges:

1. Daytime Rates

<u>Upper Mile Limit</u>	<u>First Minute</u>	<u>Additional Minutes</u>
10	\$0.2352	\$0.1078
22	\$0.3332	\$0.1568
55	\$0.3626	\$0.1960
124	\$0.4410	\$0.2548
292	\$0.4508	\$0.2940
293+	\$0.4998	\$0.2940

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V. **MESSAGE TELECOMMUNICATIONS SERVICES** (Cont'd)

1. **WilPlus I** (Cont'd)

.02 Per Minute Usage Charges: (Cont'd)

2. Evening Rates

<u>Upper Mile Limit</u>	<u>First Minute</u>	<u>Additional Minutes</u>
10	\$0.1544	\$0.0708
22	\$0.2188	\$0.1030
55	\$0.2510	\$0.1287
124	\$0.2960	\$0.1673
292	\$0.2960	\$0.1931
293+	\$0.3282	\$0.1995

3. Night/Weekend Rates

<u>Upper Mile Limit</u>	<u>First Minute</u>	<u>Additional Minutes</u>
10	\$0.1188	\$0.0545
22	\$0.1683	\$0.0792
	\$0.1931	\$0.0990
19:	\$0.2277	\$0.1287
292	\$0.2277	\$0.1485
293+	\$0.2525	\$0.1535

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

1. WilPlus I (Cont'd)

.03 Option II - 800 Service

The 800 Service Component of WilPlus I is an inbound WATS Service which permits Calls to a Customer's Premises in one location from diverse geographical location⁶ utilizing switched access arrangements between the Customer's Premises and Company's facilities. The WilPlus I Customer, rather than the calling party, is billed for each Call. Call duration (usage) is expreeeed 1 minute increments. All Calls are rounded to the next highest minute.

Rate Per Minute

Day	\$.24
Non-day'	\$.24

Monthly Charge per 800 number: \$1.00

.04 Volume Discounts:

Volume discounts apply to thoe WilPlus I Customers whooe total monthly billing for WilPlus I exceeds \$99.99. Directory Assistance, Operator Servicea, and Voice Card Calls are not subject to the discounts eet forth below.

<u>Total Monthly Minimums</u>	<u>Discount</u>	
	<u>Day</u>	<u>Evening/Night/Weekend</u>
\$ 0.00 - \$ 99.99	0%	0%
\$100.00 - \$199.99	2 %	0 %
\$200.00 - +	5 %	0 %

Example:

If a Customer's total monthly bill is \$150.00 for daytime calls, the Customer will receive a 2% discount on \$150. The discount is 2% of \$150.00 or \$3.00.

'Non-Day is the same as Evening and Night/Weekend.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

1. WilPlus I (Cont'd)

.05 Option III - Voice Card Service

Voice Card Service allows Customers using 1-800-364-8989 to access Company's telecommunications network to complete long distance Calls without the assistance of an operator and to charge those Calls to an authorized Calling Card issued by the Company to the Customer. Duration of Voice Card Calls (usage) are expressed in increments of 6 seconds subject to a 1 minute minimum charge per Call. All Calls are subject to a surcharge of \$.60 per Call in addition to the per minute usage charges below.

<u>Rate Per Minute</u>	
Day	\$.23
Evening	.18
Night/Weekend	.16

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

2. WilPlus II²

WilPlus II is an inbound and outbound customized telecommunications service designed to provide a unified service for mingle or multi-location companies using multiple local access arrangements. Customers can select from switched, dedicated, and card origination and termination access arrangements. WilPlus II is only available on an intrastate basis to customers who subscribe to WilPlus II's interstate service. All domestic calls are billed in 6 second increments and subject to a 6 second minimum per call. For example, a 5 second call would be billed as 6 seconds while a 20 second call would be billed as 24 seconds. Depending on the term selected the customer will receive the discounts set forth below.

.01 Minimum Monthly Usage Charge:

All customers of WilPlus II are subject to a minimum monthly usage charge of \$250 per account. If the actual monthly billing for all services contained in this Tariff and subscribed to by the WilPlus II Customer is less than \$250.00, the Customer is billed \$250.00. If the actual total monthly billing for WilPlus II is more than \$250.00, the actual usage is billed.

.02 Usage Charges:

.021. Switched Access Rates:

Rate Per 6 Seconds or Fraction Thereof

Day: \$0.0221
Non-day?: \$0.0177

.022 Dedicated Access Rates:

Rate Per 6 Seconds or Fraction Thereof

Day: \$0.0133
Non-day: \$0.0106

²This Service is no longer available to new subscribers as of April 1, 1994.

³Non-Day in the same as Evening and Night/Weekend.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)2. WilPlus II' (Cont'd)

.03 Travel Card Service

Allows WilPlus II customers to use an authorization code to access the Company network to complete long distance calls without the assistance of an operator and to charge those calls to their authorization code issued by the Company to the Customer. All domestic calls are billed in 6 second increments and subject to an 1 minute minimum per call. All calls are subject to \$0.60 surcharge per call.

Rate Per 6 Seconds or Fraction Thereof

Day	\$0.0221
Non-day	\$0.0177

.04 Volume Discounts

Volume Discounts as set forth below are available to those customers whose total monthly domestic usage including Travel Card equals or exceeds \$ 250.00 per account per month. Discounts are not applicable to Directory Assistance, Operator Services, local loop charges, installation charges, account set-up fees, ancillary charges, or any Company charges associated with the installation and maintenance of dedicated access. See Section V.7 herein for Company charges associated with dedicated access.

Monthly Aggregate Volume	Month To Month	1 Year Discount	2 Year Discount	3 Year Discount
\$ 250.00 - \$ 499.99	0%	3%	5%	7%
\$ 500.00 - \$ 999.99	3%	5%	7%	10%
\$1,000.00 - \$1,999.99	5%	7%	10%	12%
\$2,000.00 +	7%	10%	12%	15%

⁴This Service is no longer available to new subscribers as of April 1, 1994.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

3. WilPlus III⁵

.01 WilPlus III is an inbound and outbound customized telecommunications service designed to provide a unified service for single or multi-location companies using multiple local access arrangements. Customers can select from switched, dedicated, and card origination and termination access arrangements. WilPlus III is only available on an intrastate basis to customers who subscribe to WilPlus III's interstate service. All domestic calls are billed in 6 second increments and subject to a 6 second minimum per call. For example, a 5 second call would be billed as 6 seconds while a 20 second call would be billed as 24 seconds. Depending on the term selected the customer will receive the discounts set forth below.

.02 Minimum Monthly Usage Charge:

All customers of WilPlus III are subject to a minimum monthly usage charge of \$2,000.00 per account. If the actual monthly billing for all services contained in this Tariff and subscribed to by the WilPlus III Customer is less than \$2,000.00, the Customer is billed \$2,000.00. If the actual total monthly billing for WilPlus III is more than \$2,000.00, the actual usage is billed.

.03 Usage Charges:

.031 Switched Access Rates:

Rate Per 6 Seconds or Fraction Thereof

Day: \$0.0221
Non-day⁶: \$0.0177

.032 Dedicated Access Rates:

Rate Per 6 Seconds or Fraction Thereof

Day: \$0.0133
Non-day: \$0.0106

⁵This Service is no longer available to new subscribers as of April 1, 1994.

⁶Non-day is the same as Evening and Night/Weekend.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)3. WilPlus III⁷ (Cont'd)

.04 Volume Diocounto

Volume Diecounte as set forth below are available to those customers whose total monthly domestic usage including Travel Card equals or exceeds \$ 2,000.00 per account per month. Discounts are not applicable to Directory Aeoiotance, Operator Servicem, local loop chargeo, inetallation charges, account taet-up fees, ancillary charges, or any Company charges associated with the inetallation and maintenance of dedicated access. See Section V.7 herein for Company charges associated with dedicated access.

Monthly Aggregate Volume	Month To Month	1 Year Discount	2 Year Discount	3 Year Discount
\$2,000.00 - \$4,999.99	0%	7%	8%	10%
\$5,000.00 - \$9,999.99	5%	10%	12%	14%
\$10,000.00 - \$24,999.99	8%	12%	15%	18%
\$25,000.00 - \$49,999.99	10%	16%	18%	21%
\$50,000.00 - \$99,999.99	14%	18%	20%	25%
\$100,000 +	19%	22%	25%	30%

.05 Travel Card Service

Allows WilPlus III customers to use an authorization code to accetae the Company network to complete long distance calls without the • ooimtance of an operator and to charge those calls to their authorization code issued by the Company to the Customer. All domestic calls are billed in 6 second increments and subject to an 1 minute minimum per call. All calls are subject to \$0.60 surcharge per call.

rate Per 6 Seconds or Fraction Thereof

Day: \$0.0221
 Non-day: \$0.0177

⁷This Service is no longer available to new subscribers as of April 1, 1994.

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V. **MESSAGE TELECOMMUNICATIONS SERVICES** (Cont'd)

4. Directory Assistance

Directory Assistance is available to Customers of **WilMAX**, Prepaid Calling Card, **WilPlus IV**, **CustomOne**, **WilPlus I**, **WilPlus II**, **WilPlus III**, Network Service, and Operator Services. A charge of **\$.66** will be applied to each Call to Directory Assistance information whether or not the requested telephone number can be supplied. **Charges** for Directory **Assistance** do not count toward the **Minimum** Monthly Usage Charge for the Servicee noted above. See Section **V.12..01.7.** for **WilMAX** Enhanced Travel Card Directory Assistance **rates**.

5. **800 Directory Listing**

800 Directory Listing **is** available to Customers of **WilPlus II** or **WilPlus III** at the following rates.

Initial Install or Change	\$20.00
Per Listing Per Month	\$15.00

Customers of **CustomOne** will not incur an Initial **Install** or Change Charge, but will incur a monthly **Listing** Charge of \$15.00 per month.

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V. SSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

6. Operator Services

Operator Services is the furnishing of **Services** for the completion of **Calls** by **Consumers** and Customers presubscribed to **WilMAX**, **WilPlus IV**, **CustomOne**, **WilPlus I**, **WilPlus II**, and **WilPlus III** made with the assistance of a Company operator within the state including Aggregator **sites** and locations. Aggregator **sites** include, but are not limited to, **hotels/motels**, **hospitals**, **businesses**, **military establishments**, and locations of public, semi-public, or private pay telephone. There are four **classes** of operator-assisted **Calls** which are described below.

LEC Card

Charges for a long distance Call are charged to a valid **LEC Card**. In order to control fraud, the Company may refuse to accept a card that it determines or suspects to be invalid.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

6. Operator Services (Cont'd)

Person-to-Person

Charges apply when the Consumer specifies to the operator a particular party to be reached. That party may be a:

- (a) a person
- (b) a department
- (c) a mobile station
- (d) an extension
- (e) an office

If the original person, department, mobile station, extension, or office designated by the Consumer is unavailable and the Consumer requests or agrees to talk to any other party, the Call is still classed as a Person-to-Person Call.

Station-to-Station

Charges apply when the Consumer specifies to the operator a particular telephone number to be reached. The only Station-to-Station Service offered is Station-to-Station Collect.

Collect

The Consumer requests the operator to bill the charges to the Called Station or party who agrees to pay for all charges. Collect Calls can be either Person-to-Person or Station-to-Station.

Third Party

The Consumer requests the operator to bill the charges for a Call to a number other than that of the Calling or Called Station. The party at the number charges are to be billed to agrees to pay for all charges.

In addition to the per minute usage rates specified below, an Operator Handling Fee also applies to each type of Call described above. Operator Handling Fees are set forth in Section V.6.02 herein. When an operator-assisted Call includes the elements of more than one class of Call, the Call is charged at the highest rated class. Coin oent paid Calls are not accepted by the Company.

See Section V.12..01.8. for WilMAX Enhanced Travel Card Oeprator Service per minute charges and surcharges.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)6. Operator Services (Cont'd)**.01** Per Minute Charges

The per minute charges billed to the Customer vary depending upon the time of day, distance, and duration of the Call.

DAYTIME RATES		
<u>Upper Mile</u> <u>Limit</u>	<u>First Minute</u>	<u>Additional Minutes</u>
10	\$0.2400	\$0.1100
22	\$0.3300	\$0.1600
55	\$0.3400	\$0.1900
124	\$0.3600	\$0.2400
292	\$0.3700	\$0.2700
293+	\$0.3800	\$0.2800

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

6. Operator Services (Cont'd)

.01 Per Minute Charges (Cont'd)

EVENING RATES		
<u>Upper Mile Limit</u>	<u>First Minute</u>	<u>Additional Minutes</u>
10	\$0.1560	\$0.0715
22	\$0.2210	\$0.1040
55	\$0.2400	\$0.1300
124	\$0.2700	\$0.1550
292	\$0.2800	\$0.1700
293+	\$0.2800	\$0.1900

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V. MESSAGE TELECOMMUNICATIONS SERVICE8 (Cont'd)

6. Operator Services (Cont'd)

.01 Per Minute Charges (Cont'd)

	NIGHT/WEEKEND	BATES
Upper Mile		
	<u>First Minute</u>	<u>Additional Minutes</u>
10	\$0.1200	\$0.0550
22	\$0.1700	\$0.0800
55	\$0.1950	\$0.1000
124	\$0.2300	\$0.1300
292	\$0.2300	\$0.1500
293+	\$0.2550	\$0.1550

.02 Operator Handling Fee

In addition to per minute charges, Calls are subject to an Operator Handling Fee. This charge will be included with usage charges on a Customer's monthly invoice as set forth below:

LEC Card	\$.50
Operator Station Calls	\$1.30
Person-to-Person Calls	\$3.00
Third Party Billed	\$1.30
Operator Station Collect	\$1.30
Person-to-Person Collect	\$3.00
Operator Dialed Surcharge	\$1.00
Busy Line Verification	\$2.00
Buey Line Interruption	\$2.00

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)7. Local Access Charges.

Local Access charges are based on what the Customer would otherwise pay the LEC pursuant to such Carrier's intrastate access Tariffs for the same interconnection and/or service. This rate information is obtained from the applicable LEC Tariff.

8. Network Service'

Network Service is a telecommunication service designed for direct dial outward calling from multiple customer locations to stations throughout the state and arranged so the customer receives a single bill for all locations. This service is only available to customers of Company's interstate Switched Origination, Switched Termination, or 800 Origination Service. This service has two options from which the Customer may choose. Option 1 uses switched access arrangements on both the originating and terminating ends. Option 2 uses dedicated access arrangements on the originating end and switched access on the terminating end. All calls are billed in 6 second increments and subject to a minimum connect time of 6 seconds. All calls are rounded to the next highest 6 second increment, i.e. 7 seconds would be billed as 12 seconds.

.01 Rate Per 6 Seconds

Option 1 .0143

Option 2 .0081

.02 Travel Car-vice.'

Allows customers to use an authorization code to access the Company network to complete long distance calls without the assistance of an operator and to charge those calls to their authorization code issued by the Company to the Customer. All calls are billed at the rates set forth in Section V.8.01 Option 1 herein. All calls are subject to a \$0.25 surcharge per call excluding calls to Directory Assistance.

This Service is no longer available to new subscribers as of May 1, 1994.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

9. WilPlus Optional Features

WilPlus optional features are specified in Company's Tariff F.C.C. No. 5, Section IV and are provided pursuant to that Tariff.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)10. CustomOne

CustomOne is a high volume inbound and outbound customized telecommunications Service. It provides a comprehensive, unified Service for single or multi-location companies using switched, dedicated and Travel Card access. **CustomOne** is only available to Customers of Company's interstate **CustomOne** Service. All intrastate inbound and outbound Calls are subject to a 6 second minimum initial period and are rounded to the next higher 6 second increment. The applicable Base Rates for **CustomOne** are determined by Time of Day and Company Recognized Holidays.

Subscribers to **CustomOne** have the option of Dedicated, Switched and Travel Card Access, Switched Data Service and Dedicated and Switched Termination, with Volume Discounts and Time of Day Discounta.

.01 CustomOne Outbound ServiceA. Base Rates for intrastate **CustomOne** Outbound Service:Rate Per 6 Seconds or Fraction Thereof

Intercity Mileage Band ¹	Switched Access		Dedicated Access	
	Day	Non-Day	Day	Non-Day
0-100	\$0.0223	\$0.0178	\$0.0134	\$0.0107
100+	.0223	.0178	.0134	.0107

.02 CustomOne Inbound Service

A. Intrastate Base Rates are as follows:

Rate Per 6 Second or Fraction Thereof

Intercity Mileage Band ¹	Switched Access		Dedicated Access	
	Day	Non-Day	Day	Non-Day
0-100	\$0.0200	\$0.0160	\$0.0165	\$0.0132
100+	.0200	.0160	.0165	.0132

B. CustomOne Enhanced 800 Service

CustomOne Enhanced 800 consists of the following components: Dialed Number Identification Service, Message Referral, 800 Ensure Service Restoration, Real Time ANI ("RTA"), Call Area Selection, Call Zone Routing, Exchange Routing, Time of Day Routing, Day of Week Routing, Day of Year Routing, Call Allocation, Call Distributor, and Route Completion. Rates and descriptions of these components are specified in Company's Tariff FCC No. 5, Section IV. **CustomOne** Enhanced 800 Service is provided pursuant to that Tariff.

¹Mileage is calculated by using the formula presented in Section 11.12.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)10. CustomOne (Cont'd).03 CustomOne Travel ServiceA. Voice Card Service

Base rates for the Measured Service component of Voice Card Service Calls are the same as the CustomOne intrastate Outbound 100+ Intercity Mileage rate band rates as listed in Section V.10..01 and are billed in 6 second increments with a 6 second billing minimum per Call. Voice Card Service also offers the feature of # Reorigination.

Rate Per 6 Second or Fraction Thereof

Day: \$0.0223
Non-Day: .0178

1. # Reorigination

Reorigination allows Customer to dial additional numbers without ending the Voice Card session and without reentering the authorization code. No charge applies.

2. Volume and Term Discounts

All CustomOne Voice Card rates and charges are eligible for volume and/or term discounts.

B. CustomCard Travel Card (CustomCard) Service

CustomOne CustomCard Travel Card (CustomCard) Service offers the following standard features: Speed Dialing, # Reorigination, Conference Calling, Variable Credit Limits, Message Store and Forward and Audiotext. Voice Mail is an optional feature of CustomCard Service. Customer will be billed the associated charges, only for those features used, in addition to the Base Rates listed below.

Base Rates for the Measured Service component of CustomCard Service Calls are billed in 6 second increments with a 1 minute billing minimum per Call. In addition to the Base Rates, each completed Call will be assessed a set-up charge of \$0.60.

CustomOne CustomCard Service Base RatesPer Minute

	<u>Day</u>	<u>Non-Day</u>
Base Rate	\$0.2230	\$0.1784

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

10. CustomOne (Cont'd)

.03 CustomOne Travel Service (Cont'd)

B. CustomCard Travel Card (CustomCard) Service (Cont'd)

1. Speed Dialing

Speed Dialing allows Customer to store frequently dialed numbers which are then retrieved by dialing only 1 digit. Customer is limited to 9 programmed numbers with a maximum of 11 digits each.

Speed Dialing Charges

Monthly Recurring Charge for Speed Dialing \$0.00

2. # Reorigination

Reorigination allows Customer to dial additional numbers without ending the CustomCard session and without reentering the authorization code. The customer is assessed the standard set-up charge for each additional number dialed.

Reorigination Charges

Standard set-up Charge per # Reorigination \$0.60

3. Conference Calling

Conference calling allows Customer to use an operator to establish a telephone conference. No minimum time applies per conference call and conference calls can be set up in advance or on demand. New parties may be connected by the operator after the conference call has been established, and conferences can be comprised of up to 47 parties. More parties can be included by special arrangement. Base Rates do not apply for this feature.

Conference Calling Charges

Per Conferenced Party \$2.00

Prime Hours* per Minute Charge \$0.35 per party

Non-Prime Hours per Minute Charge \$0.20 per party

* Prime Hours are 8:00 a.m. to 5:00 p.m., C.S.T. - Monday through Sunday

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

10. CustomOne (Cont'd)

.03 CustomOne Travel Service (Cont'd)

B. CustomCard Travel Card (CustomCard) Service (Cont'd)

4. Variable Credit Limits

Variable Credit Limits allows Customer to set pre-determined spending levels for pre-determined time limits of Customer's choice. Customer may not exceed this pre-determined spending level.

Variable Credit Limits Charges

Variable Credit Limits \$0.00

5. Message Store and Forward

Message Store and Forward allows Customer to prerecord messages for delivery up to 96 hours later to any telephone in the state. Messages are limited to 3 minutes in length. Company will attempt eight deliveries of the message at 15 minute intervals.

Message Store and Forward Charges

Per Delivered Message \$1.30

6. Audiotext

Audiotext allows Customer to access pre-recorded information on a variety of subjects.

Audiotext Pricing

Charge Per Minute \$0.40

7. Voice Mail

Voice Mail is an electronic mailbox which allows Customer to retrieve messages left by others.

Voice Mail Charges

Monthly Recurring Charge per Mailbox \$0.00

Charge per Minute \$0.25

8. Volume and Term Discounts

In addition to per minute and set up charges for CustomCard Service, the following enhanced features contribute and are eligible for volume and/or term discounts: # Reorigination, Conference Calling, Message Store and Forward, Audiotext, and Voice Mail.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

10. CustomOne (Cont'd)

.04 CustomOne Switched Data Service (SDS)

A. Switched 56/64 Kbps Service

1. CustomOne Switched 56/64 Kbps Service is a dial-up service for transmitting data at a speed of 56 Kbps and 64 Kbps and is designed for applications that require intermittent high speed transmission or switched capability by providing end-to-end digital transmission. CustomOne Switched 56/64 Kbps Service calls can originate on dedicated or switched access facilities. The access types used with CustomOne Switched 56/64 Kbps Service include DS-1, FT-1, and Company Integrated Services Digital Network Primary Rate Interface (Company PRI), and where available Local Exchange Carrier Switched Digital Access (SDA), Local Exchange Carrier Integrated Services Digital Network Basic Rate Interface (BRI) and Local Exchange Carrier Integrated Services Digital Network Primary Rate Interface (LEC PRI).

Switched 56/64 Kbps Service calls which originate via switched access facilities must utilize SDA, BRI or LEC PRI access. Customer must order such Local Access directly from the Local Exchange Carrier. SDA, BRI and LEC PRI are subject to availability from the Local Exchange Carrier and may not be available in all locations.

SDS calls which originate via dedicated facilities must utilize DS-1, FT-1, or Company PRI access. Customer may choose to obtain Local Access directly from the Local Exchange Carrier, or Customer may designate Company to act as its agent in providing Local Access for Customer. Dedicated access to CustomOne Switched 56/64 Kbps Service is available at Company Points of Presence. Company PRI is an ancillary charge described in Section IV.13 of Company Tariff FCC No. 4.

CustomOne Switched 56/64 Kbps Service terminates to Customer Premise Equipment ("CPE"). The CPE must have the capability of dialing SDS calls, answering SDS calls, and allowing Customer to connect the applications into the SDS Service.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)10. CustomOne (Cont'd).04 CustomOne Switched Data Service (SDS) (Cont'd)A. Switched 56/64 Kbps Service (Cont'd)2. CustomOne Switched Data Service 56/64 Kbps Rates

Usage charges will be on a per call basis with 6 second initial and 6 second additional billing period per call.

CustomOne Switched Data Service 56/64 Bbpta RatesRates Per 6 Seconds

Mileage B and	Switched		Dedicated	
	Day	Non-Day	Day	Non-Day
0-100	\$0.0234	\$0.0187	\$0.0141	\$0.0113
100 +	\$0.0234	\$0.0187	\$0.0141	\$0.0113

3. CustomOne Switched Data Service Discount

CustomOne Switched Data Service charges will contribute to and are eligible for Discounts listed in Section V.10..05. Both voice and data CustomOne revenue will aggregate to determine a CustomOne Customer's discount level.

B. CustomOne Multirate ISDN Switched Data Service ("Multirate ISDN SDS")

1. CustomOne Multirate ISDN SDS is a dial-up service for transmitting data at a speed of N times 64 Kbp; where N equals 1 to 24, resulting in a total bandwidth from 64 Kbps to 1.536 Mbps in 64 Kbps increments.

CustomOne Multirate ISDN SDS calls can originate only on switched access facilities. The only access type available for use with CustomOne Multirate ISDN SDS is Local Exchange Carrier Primary Rate Interface (LEC PRI). Customer must order such Local Access directly from the Local Exchange Carrier. LEC PRI is subject to availability from the Local Exchange Carrier and may not be available in all locations.

CustomOne Multirate ISDN SDS terminates to Customer Premise Equipment ("CPE"). The CPE must have the capability of interfacing with the Local Exchange Carrier PRI access line, dialing SDS calls, answering SDS calls, and allowing Customer to connect the application into the SDS Service.

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Usage charges will be on a per call basis with 6 second initial and 6 ~~second~~ additional billing period per call. Call origination and termination is limited to locations with LEC PRI availability.

Rates for **CustomOne** Multirate ISDN SDS are calculated by multiplying the Switched Data Service **56/64** Kbps Rate in Section **V.10..04.A.2** times the number of **64 Kbps** channels utilized during each call. For example a call using **384 Kbps** would be priced at 6 times the **64 Kbps** rate because **384 Kbps is** the equivalent of 6 **64** Kbps channels.

3. CustomOne Multirate ISDN SDS Discounts

CustomOne Multirate ISDN SDS charges will contribute to and **are** eligible **for** Discounts listed in Section **V.10..05**. Both voice and data **CustomOne** revenue will aggregate to determine a **CustomOne** Customer's discount level.

.05 CustomOne Discount@

A. Time of Day **Discounts** - A 20 percent discount will apply, on a Call-by-Call basis, to all Inbound, Outbound, Switched Data Service and Travel Service Calls occurring during the Non-Day rate period, i.e., anytime except **8am to 5pm** weekdays, and **on** Company Recognized Holidays.

B. Volume Discounts - Volume Diecounts, **as** set forth below, are available to those **CustomOne** Customers whoeetotal monthly combined **Measured** Service equals or exceeds \$500.00 per invoice. The discounts shown below **are inclusive** (apply to the **first** \$1 of uoage) and all Inbound, Outbound, Switched Data Service and Travel Service Calls and Travel Service set-up charges are eligible for discounts.

<u>Total Monthly Usage</u>	<u>Volume Discount</u>
\$500.00 - \$999.99	5%
\$1,000.00 - \$9,999.99	10%
\$10,000+	15%

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

10. CustomOne (Cont'd)

.05 CustomOne Discounts (Cont'd)

C. Pricing Plane

1. **CustomOne Pricing Plan** - As set forth below, and in lieu of Volume Discounto described in Section V.10..05.B. discounts are available to **CustomOne** Customers based on the Annual Commitment Level and Service Commitment Period. The Annual **Commitment** applies to each consecutive 12 month period within the Service Commitment Period beginning with the first full bill cycle following the earliest Start of Service Date and each **subsequent** anniversary. The discounts shown below are **inclusive** (apply to the **first** \$1 of uoage) and all Inbound, Outbound, Switched Data Service and Travel Service **Calls** and Travel Service set-up charges, before promotional and other diecounts, contribute and are eligible for diecounts.

Annual Commitment	Service Commitment Period		
	1 Year	2 Year	3 Year
\$6,000.00	12.0%	14.0%	15.0%
\$12,000.00	15.0%	17.0%	19.0%
\$24,000.00	16.5%	19.5%	21.5%
\$36,000.00	17.5%	20.5%	22.5%
\$60,000.00	18.5%	21.0%	23.0%
\$84,000.00	19.0%	21.5%	24.0%
\$120,000.00	19.5%	22.0%	24.5%
\$180,000.00	20.0%	23.0%	26.0%
\$240,000.00	22.5%	25.5%	27.5%
\$360,000.00	23.5%	26.5%	28.5%
\$480,000.00	24.5%	27.5%	29.5%

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V. **MESSAGE TELECOMMUNICATIONS SERVICES** (Cont'd)

10. **CustomOne** (Cont'd)

.05 **CustomOne Discounts** (Cont'd)

C. **Pricing Plans** (Cont'd)

2. **CustomOne Cross Product Pricing Plan** - As set forth below, and in lieu of Volume Discounts and Pricing Plans described in Sections V.10..05.B and C.1, discounts are available to **CustomOne** Customers based upon Customer's aggregate billing amount of **CustomOne** and Private Line Service, as described in Section IV herein. This **CustomOne Cross Product Pricing Plan** is available for new **CustomOne Customers** and existing **CustomOne Customers** who increase their Annual Commitments.

To qualify for the Cross Product Pricing Plan, Customer must commit to (i) a minimum of \$6,000 annual charges which may be any combination of **CustomOne** and Private Line Service, and (ii) a minimum of a **CustomOne** one year Service Commitment Period. Company reserves the right to aggregate the Customer account for Private Line Service and the Customer and its affiliates accounts for Switched Service.

To receive the **Cross Product Pricing Plan**, Customer must commit in writing to an Annual Revenue Commitment ("ARC"). The ARC is calculated by adding the Customer's anticipated annual discounted (net) private line recurring Interexchange charges multiplied by 1.25 to the Customer's anticipated **CustomOne** annual nondiscounted (gross) charges. The discount table in Section V.10..05.C.1 is used to determine the discount using Customer's ARC and the Service Commitment Period.

The discount will be applied to Customer's monthly **CustomOne** invoice. Customer's actual billing will be reviewed annually to determine if Customer has met or exceeded the ARC. If upon annual review the sum of Customer's actual gross **CustomOne** usage plus net Interexchange charges is less than the ARC, Company will add an adjustment for the difference, the Under Utilization Fee as described in Section V.10..05.F., to Customer's next invoice.

Customer may increase the ARC, and must meet the new ARC by the end of the original Service Commitment Period. No decrease in the ARC will be allowed during the **CustomOne** Service Commitment Period.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

10. CustomOne (Cont'd)

.05 CustomOne Discounts (Cont'd)

D. Early Termination Charges

i. Cancellation Without Liability - A Customer may cancel a **CustomOne** Pricing Plan prior to its expiration without liability if the Customer subscribes to a new **CustomOne** Pricing Plan of equal or greater Annual Commitment and Service Commitment Period.

ii. Cancellation with Liability - Discontinuance of all Services furnished under the **CustomOne** Pricing Plan prior to its expiration is considered a cancellation of the Pricing Plan, and the Customer will be billed and required to pay an Early Termination Fee equal to the Under Utilization Fee as described in Section V.10..05.F. for the year of termination plus 359 of the Annual Commitment for each additional year of the Pricing Plan that remains unfulfilled.

E. Service Commitment Period and Renewal Options - A Customer committing to a Pricing Plan may choose between 1, 2, or 3 years. The Service Commitment Period will commence with the first full bill cycle following the earliest Start of Service Date for any Service, whether Inbound, Outbound, Switched Data Service or Travel Service and will automatically renew for an equivalent Service Commitment Period and Annual Commitment upon expiration of the Pricing Plan unless the Customer provides written notification to cancel the Pricing Plan, which must be received by Company, not less than 30 days prior to the expiration of the Service Commitment Period. A Customer may renew or extend a Pricing Plan prior to expiration of the current Pricing Plan in accordance with the provisions in Section V.10..05 D.i.

F. Under Utilization Fee - At the end of any twelve month period of the Service Commitment Period, if a Customer has not met the Annual Commitment of the subscribed Pricing Plan the Customer must pay the difference between the Customer's actual usage and the Annual Commitment net of any Pricing Plan Discount for the Customer's subscribed Service.

11. CustomOne Optional Features

CustomOne Optional Features include **WilSelect** 800, Directory Assistance, Accounting Codes, Standard, Corporate Billing and Hierarchical Billing, Call Detail on **Magnetic** Tape or Diskette, and Telemanagement Reports as specified in Company's Tariff FCC No. 5, Section IV. These optional Features are provided pursuant to that Tariff.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

12. WilMAX

WilMAX Service is a telecommunications Service designed for calling from multiple Customer locations to stations throughout the state and arranged so the Customer receives a single bill for all locations. This service is only available to Customers who subscribe to Company's interstate WilMAX Service and who are authorized by the Arizona Corporation Commission to provide telecommunication Service in the state to the general public on a public utility basis. WilMAX is comprised of two different product offerings, WilMAX Reseller Service and WilMAX Carrier Service.

.01 ilMAX Reseller Service

WilMAX Reseller Service is comprised of Switched Service, Dedicated Access Service, 800 Service, Travel Card Service, Directory Assistance Service, Enhanced 800 Service and Switched Data Service.

Switched and Dedicated Access Service

Switched and Dedicated Access Service provide both Call Origination and Call Termination. Switched Service has switched access arrangements on both the originating and terminating ends; Dedicated Access Service has dedicated access arrangements on the originating end and switched access on the terminating end. The Customer may choose between either of these two Services. All Calls are billed in 6 second increments and are subject to a minimum connect time of 6 seconds. All Calls are rounded to the next highest 6 second increment, e.g. 7 seconds would be billed as 12 seconds. Intrastate WilMAX rates for these Services are not subject to any term or volume discounts. Rates for both direct dial calling and 800 Service using either of these two Services are as follows.

		<u>Rate per 6 Seconds</u>	
		<u>Day</u>	<u>Non-Day</u>
Switched Service		\$0.0157	\$0.0126
Dedicated Access Service		0.0080	0.0065

Basic Travel Card Service

With Basic Travel Card Service, the Customer receives an Authorization Code issued by the Company. Customers may then use this Authorization Code to access the Company network to complete long distance Calls without the assistance of an operator and may charge those Calls to their Authorization Code. All Basic Travel Card Service Calls are billed at the rate set forth in Section V.12..01 for Switched Service. Basic Travel Card Service Calls are not subject to any term or volume discounts.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

12. WILMAX (Cont'd)

.01 WILMAX Reseller Service (Cont'd)

Enhanced Travel Card Service

Enhanced Travel Card Service offers the following standard features: Speed Dialing, # Reorigination, Conference Calling, Variable Credit Limits, Message Store and Forward and Audiotext. Customer will be billed the associated charges only for those features used, in addition to the Base Rates listed below. Each completed Call will be assessed a set-up charge of \$0.25.

Base Rates for the Measured Service component of Enhanced Travel Card Service Calls are billed in 6 second increments with a 1 minute billing minimum per Call.

Enhanced Travel Card Service Base Rates

Rate per 6 Seconds

	<u>Day</u>	<u>Non-Day</u>
Base Rate	\$0.0157	\$0.0126

1. Speed Dialing

Speed Dialing allows Customer to store frequently dialed numbers which are then retrieved by dialing only 1 digit. Customer is limited to 9 programmed numbers with a maximum of 11 digits each.

Speed Dialing Charges

Monthly Recurring Charge for Speed Dialing \$0.00

2. # Reorigination

Reorigination allows Customer to dial additional numbers without ending the Enhanced Travel Card session and without reentering the authorization code. The card is assessed the standard set-up charge for each additional number dialed.

Reorigination Charges

Standard set-up Charge per # Reorigination \$0.25

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

12. WILMAX (Cont'd)

.01 WilMAX Reseller Service (Cont'd)

Enhanced Travel Card Service (Cont'd)

3. Conference Calling

Conference Calling allows Customer to use an operator to establish a telephone conference. No minimum time applies per conference call and conference calls can be set up in advance or on demand. New parties may be connected by the operator after the conference call has been established, and conferences can be comprised of up to 47 parties. More parties can be included by special arrangement. Base Rates do not apply for this feature.

Conference Calling Charges

Per Conferenced Party	\$1.40
Prime Hours* per Minute Charge	\$0.3572 per party
Non-Prime Hours per Minute Charge	\$0.2458 per party
* Prime Hours are 8:00 a.m. to 5:00 p.m., C.S.T. - Monday through Sunday	

4. Variable Credit Limits

Variable Credit Limits allows Customer to set pre-determined spending levels for pre-determined time limits of Customer's choice. Customer may not exceed this pre-determined spending level.

Variable Credit Limits Charges

Variable Credit Limits	\$0.00
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5. Message Store and Forward

Message Store and Forward allows Customer to prerecord messages for delivery up to 96 hours later to any telephone in the state. Messages are limited to 3 minutes in length. Company will attempt eight deliveries of the message at 15 minute intervals.

Message Store and Forward Charges

Per Delivered Message	\$0.92
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6. Audiotext

Audiotext allows Customer to access pre-recorded information on a variety of subjects. Base Rates do not apply.

Audiotext Pricing

Charge Per Minute	\$0.30
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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

12. WILMAX (Cont'd)

.01 WILMAX Reseller Service (Cont'd)

Enhanced Travel Card Service (Cont'd)

7. Directory Assistance

Directory Assistance provides telephone number information upon request. Each request is assessed a surcharge as shown below. An additional surcharge applies if the Customer chooses optional Call Completion by the operator. Base Rates apply for the Measured Service component of the operator completed call.

Directory Assistance Surcharge

Per Request	\$.40
Call Completion by Operator	\$.40

8. Operator Service

Operator Service provides operator assistance for placing a call. Base Rates apply for the Measured Service **component** of the Operator Service call. Surcharges apply as shown below.

Operator Service Surcharge

Station to Station	\$1.25
Person to Person	\$2.35

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)12. WilMAX (Cont'd).01 WilMAX Reseller Service (Cont'd)Directory Assistance Service

Directory Assistance is available to WilMAX Customers at the rate and charges set forth in Section V.4 herein.

.02 WilMAX Carrier Service

WilMAX Carrier Service is comprised of Switched Service, Dedicated Access Service, Extended Network Termination Service, Extended Network 800 Service, Travel Card Service, Directory Assistance Service, Enhanced 800 Service and Switched Data Service. WilMAX Carrier Service is only available to Carrier Customers.

Switched and Dedicated Access Service

Switched and Dedicated Access Service provide both Call Origination and Call Termination. Switched Service has switched access arrangements on both the originating and terminating ends; Dedicated Access Service has dedicated access arrangements on the originating end and switched access on the terminating end. The Customer may choose between these two Services. All Calls are billed in 6 second increments and are subject to a minimum connect time of 6 seconds. All Calls are rounded to the next highest 6 second increment, e.g. 7 seconds would be billed as 12 seconds. Intra-state WilMAX rates are not subject to any term or volume discount. Rates for these services are as follows.

	<u>Rate per 6 Seconds</u>	
	<u>Day</u>	<u>Non-Day</u>
Switched Service	\$0.0157	\$0.0126
Dedicated Access Service	0.0080	0.0065

Extended Network Termination Service

Extended Network Termination Service is a direct dial long distance service only, utilizing dedicated access between the Customer's premise and Company facilities of at least a DS-1 level. Duration of Extended Network Termination Service Calls (usage) are expressed in 6 second increments and subject to a minimum connect time of 6 seconds. All Calls are rounded to the next highest 6 seconds. There are no discounts for intra-state Extended Network Termination Service.

<u>Rates Per 6 Second Increment:</u>	
<u>Day</u>	<u>Non-Day</u>
\$0.0080	\$0.0065

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

12. WILMAX t ' d)

.02 WILMAX Carrier Service (Cont'd)

Extended Network 800 Service

Extended Network 800 Service is a long distance Service utilizing dedicated access arrangements between the Customer's Premises and Company facilities for 800 Call origination only. Call termination is completed through a combination of Company facilities and available switched access arrangements. Duration of Extended Network 800 Service Calls (usage) are expreoeed in 6 second increments and subject to a minimum connect time of 6 oecondo. All calls are rounded to the next highest 6 seconds. There are no discounte for intrastate Extended Network 800 Service.

Rates Per 6 Second Increment

<u>Day</u>	<u>Non-Day</u>
\$0.0080	\$0.0065

Basic Travel Card Service

With Baeic Travel Card Service, the Customer receives an Authorization Code issued by the Company. Customers may then use this Authorization Code to access the Company network to complete long distance Callm without the assistance of an operator and may charge those Calls to their Authorization Code. All Baeic Travel Card Service Calls are billed at the rate set forth in Section V.12..02 for Switched Service. Basic Travel Card Service calls are not subject to any term or volume discounts.

Enhanced Travel Card Service

Refer to Section V.12.01 WILMAX Reseller Service Enhanced Travel Card Service for description and rates of this service.

Directory Assistance Service

Directory Assistance is available to WILMAX Customers at the rate8 and charges met forth in Section V.4 herein.

.03 WILMAX Switched Data Service (SDS)

WILMAX Switched Data Service is available to Customers of either WILMAX Reseller or Carrier Service.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)12. WilMAX (Cont'd).03 WilMAX Switched Data Service (SDS) (Cont'd)A. Switched 56/64 Kbps Service

1. **WilMAX Switched 56/64 Kbps Service** is a dial-up service for transmitting data at speeds of 56 Kbps and 64 Kbps and is designed for applications that require intermittent high speed transmission or switched capability by providing end-to-end digital transmission. **WilMAX Switched 56/64 Kbps Service calls** can originate on dedicated or switched access facilities. The access types used with **WilMAX Switched 56/64 Kbps Service** include DS-1, FT-1, and Company Integrated Services Digital Network Primary Rate Interface (Company PRI), and where available Local Exchange Carrier Switched Digital Access (SDA), Local Exchange Carrier Integrated Service6 Digital Network Basic Rate Interface (BRI) and Local Exchange Carrier Integrated Service6 Digital Network Primary Rate Interface (LEC PRI).

Switched 56/64 Kbps Service calls which originate via switched access facilities must utilize SDA, BRI or LEC PRI access. Customer must order such Local Access directly from the Local Exchange Carrier. SDA, BRI and LEC PRI are subject to availability from the Local Exchange Carrier and may not be available in all locations.

SDS calls which originate via dedicated facilities must utilize DS-1, FT-1, or Company PRI access. Customer may choose to obtain Local Access directly from the Local Exchange Carrier, or Customer may designate Company to act as its agent in providing Local Access for Customer. Dedicated access to **WilMAX Switched 56/64 Kbps Service** is available at Company Points of Presence. Company PRI is an ancillary charge described in Section IV.13 of Company Tariff FCC No. 4.

WilMAX Switched 56/64 Kbps Service terminates to Customer Premise Equipment ("CPE"). The CPE must have the capability of dialing SDS calls, answering SDS calls, and allowing Customer to connect the application into the SDS Service.

2. **WilMAX Switched Data Service 56/64 Kbps Rates**

Usage charges will be on a per call basis with 6 second initial and 6 second additional billing periods per call.

WilMAX Switched Data Service 56/64 Kbps Rates**Rates Per 6 Seconds**

	Switched		Dedicated	
	<u>Day</u>	<u>Non-Day</u>	<u>Day</u>	<u>Non-Day</u>
Base Rate	\$0.0165	\$0.0132	\$0.0099	\$0.0079

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1. WilMAX Multirate ISDN SDS is a dial-up service for transmitting data at a speed of N times 64 Kbp; where N equals 1 to 24, resulting in a total bandwidth from 64 Kbps to 1.536 Mbps in 64 Kbps increments.

WilMAX Multirate ISDN SDS calls can originate **only on** switched access facilities. The only access type available for use with WilMAX Multirate ISDN SDS is Local Exchange Carrier Primary Rate Interface (LEC PRI). Customer must order **such** Local Access **directly** from the Local Exchange Carrier. LEC PRI is subject to availability from the Local Exchange Carrier and may not be available in all locations.

WilMAX Multirate ISDN SDS terminates to Customer **Premise Equipment** ("CPE"). The CPE must have the capability of interfacing with the Local Exchange Carrier PRI access line, dialing SDS calls, answering SDS calls, and allowing Customer to connect the applications into the SDS Service.

2. WilMAX Multirate ISDN Rates

Usage charges will be on a per call basis with 6 second initial and 6 second additional billing periods per call. **Call origination and termination is limited to locations with LEC PRI availability.**

Rates for WilMAX Multirate ISDN SDS are calculated by multiplying the Switched Data Service 56/64 Kbps Rate in Section V.12. **.03.A.2 times** the number of 64 Kbps channels utilised during each call. For example a call **using** 384 Kbps would be priced at 6 times the 64 Kbps rate because 384 Kbps is the equivalent of 6 64 Kbps channels.

.04 WilMAX Enhanced 800 Service

WilMAX Enhanced 800 Service is available to Customers of either WilMAX Reseller or Carrier Service.

A. Route Completion

Route Completion allows an 800 dedicated access line Customer to control potential congestion of calls by sending the overflow to a **pre-**defined alternate routing group of dedicated access, **WATS** access lines, or switched access lines. All 800 **numbers** on a single **dedicted** line access must have the same alternate routing plan. Up to 5 alternate routing plans can be established.

Route Completion will route traffic from dedicated access lines to **dedicated** access lines or **dedicated** access lines to switched access lines.

Route Completion Pricing

Installation Charge (Nonrecurring)	\$90.00 per routing group
Charge for Change	\$40.00 per routing group, per occurrence
Monthly fee	\$25.00 per routing group

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)13. WilPlus IV

WilPlus IV consists of three different product Options, option 1, Option 2 and Option 3. Each Option is comprised of One Plus, Outbound, Directory Assistance and Operator Service Component. Option 1, Option 2 or Option 3 of WilPlus IV Service is only available to interstate customers of that Option. A Customer who elects Option 1, Option 2 or Option 3 of WilPlus IV Service is not eligible for any other WilPlus IV Option while receiving Service under the selected Option. The applicable Base Rates for WilPlus IV, Option 1, Option 2 or Option 3 Service are distance sensitive and will be determined by Time of Day and Company Recognized Holidays. No Volume or term discounts apply to any Components of WilPlus IV, Option 1, Option 2 or Option 3 Service. No Optional Features are available with WilPlus IV, Option 1, Option 2 or Option 3 Service.

.01 WilPlus IV, Option 1 - Outbound Service

Call Duration for all WilPlus IV, Option 1 Calls (usage) are expressed in one minute increments, with a billing minimum of one minute per Call. The Call Duration for all WilPlus IV, Option 1 Calls is rounded to the next highest minute. For instance, a Call lasting 3 minutes and 40 seconds is billed as a 4 minute Call.

Base Rates per minute for the Outbound Service Component of WilPlus IV, Option 1 are set forth below and correspond to the time of day/day of week.

Intercity <u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
0-100	\$0.2230	\$0.1784	\$0.1784
100 +	0.2230	0.1784	0.1784

.02 WilPlus IV, Option 2 - Outbound Service

Call Duration for all WilPlus IV, Option 2 Calls (usage) are expressed in 6 second increments, with a billing minimum of 6 seconds per Call. The Call Duration for all WilPlus IV, Option 2 Calls is rounded to the next highest 6 second increment.

Intercity <u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
0-100	\$0.0223	\$0.0178	\$0.0178
100 +	0.0223	0.0178	0.0178

.03 WilPlus IV, Option 3 - Outbound Service

Base Rates for WilPlus IV, Option 3 Service are equal to those for WilPlus IV, Option 1 Service found in Section V.13..01.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

14. LEC Billed Measured Service

LEC Billed Measured Service calling includee calls made by customera without an established account dialed:

1) Using an accepted company access code (e.g., 10XXX) from a line not preeubocribed to the company; or

2) From a line presubscribed to the company (i.e., when the customer does not have an established account and billing relationship with WorldCom or another carrier using the WorldCom network.)

Such LEC Billed Measured Service calls may be routed to the WorldCom network when placed within the 48 contiguous United Staten. LEC Billed Measured Service calls accepted by the Company will be billed at the rates listed below.

Per Minute Rates

Mileage	Day		Evening		Night	
	First	Add'l	First	Add'l	First	Add'l
0 - 10	\$.3120	\$.1430	\$.2028	\$.0930	\$.1560	\$.0715
11 - 22	\$.4420	\$.2080	\$.2873	\$.1352	\$.2210	\$.1040
23 - 55	\$.4875	\$.2500	\$.3169	\$.1625	\$.2438	\$.1250
56 - 124	\$.5382	\$.3042	\$.3042	5.1977	\$.2691	\$.1521
125 - 292	\$.5152	\$.3360	s.3349	\$.2184	\$.2576	\$.1680
293 +	\$.5610	\$.3410	\$.3647	\$.2217	\$.2805	\$.1705

Per Call Surcharge

\$.80

15. Prepaid Calling Card

Prepaid Calling Card Service allows Customers who pay in advance to complete calls via a Company-provided 800 number printed on the Prepaid Calling Card. Calls to 700, 900, 950 or 800 numbere, other than the 800 number printed on the card, may not be completed with the card.

Prepaid Calling Card Service card balances will be reduced and depleted based upon customer usage. Customer will be given notice one minute before the available card balance is depleted, based on the terminating location of the call. When the available balance is depleted, the call will be terminated.

Prepaid Calling Card Service carde are non-refundable and will expire on the date specified on the card, carrier or package in which the card is included.

Three types of Prepaid Calling Carde are offered: Basic Promotional Prepaid Calling Card, Enhanced Promotional Calling Card and Standard Prepaid Calling Card.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)14. Prepaid Callfna Card (Cont'd).01 Basic Promotional Prepaid Callina Card

A. Basic Promotional Prepaid Calling Card ("Promotional Card") Service offers direct dial Outbound Service and Directory Assistance. Promotional Card Service will be used for Customer's promotional purposes only, and the cards will be distributed through Customer's outlets and products. All advertising and promotional materials which refer to the Customer and the Company shall be jointly approved.

B. Promotional Cards are available in whole dollar denominations up to \$100. Calle placed via Promotional Card Service are billed in one minute increments with a one minute minimum initial period. A standard per minute rate is charged with no time-of-day discount. No Operator Service calls may be completed with the card. Rates are as follows.

Standard Rate	<u>Per Minute</u> \$0.22
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C. Volume Discounts - Volume discounts, as set forth below, are available to Customers whose total purchase of Promotional Cards equals or exceeds \$10,000. Promotional Card revenue does not contribute to and is not eligible for any other discounts for Service provided by the Company.

<u>Total Purchase</u>	<u>Volume Discount</u>
\$10,000-\$49,999	1%
\$50,000-\$99,999	2%
\$100,000-\$199,999	3%
\$200,000-\$499,999	5%
\$500,000-\$999,999	7%
\$1,000,000+	10%

D. No credit allowances apply to calls which are interrupted due to poor transmission, one-way transmission, or involuntary disconnections caused by Defects in Service. No credit allowance will be given to a user reaching a wrong number.

E. When purchasing Promotional Card Service, Customer may specify Single Number Termination. This feature limits termination of calls placed by holder of the card to a telephone number designated by the Customer. No charge applies for this feature.

F. Directory Assistance is available to holders of the Promotional Card at the rates and charges set forth in Section V.4. herein.

G. Customer may elect the Customized Greeting feature which callers will hear upon dialing the 800 access number. The maximum length of a Customized Greeting is 2 minutes.

Charge	Customized Greeting Charge	\$600	Set - up
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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)14. Prepaid Calling Card (Cont'd).02 Enhanced Promotional Prepaid Calling Card

A. Enhanced Promotional Prepaid Calling Card ("Enhanced Promotional Card") Service offers direct dial Outbound Service, Directory Assistance and limited Operator Service. Enhanced Promotional Card Service will be used for Customer's promotional purposes only, and the cards will be distributed through Customer's outlets and products. All advertising and promotional materials which refer to the Customer and the Company shall be jointly approved.

B. Enhanced Promotional Cards are available in whole dollar denominations up to \$100. Calls placed via Enhanced Promotional Card Service are billed in one minute increments with a one minute minimum initial period. A standard per minute rate is charged with no time-of-day discount. Rates are as follows.

Standard Rate	Per Minute
	\$0.31

C. Limited Operator Service is available with Enhanced Promotional Card Service. Operator Service may be used to complete a call placed via rotary telephone or for informational assistance in completing a call. No third party billed or collect calls may be completed by Operator Service. In addition to applicable per minute charges shown in Section V.14..02.B. above, a surcharge of \$1.50 will be applied for each instance of use.

D. Volume Discount - Volume discounts, as set forth below, are available to Customers whose total purchase of Enhanced Promotional Cards equals or exceeds \$10,000. Enhanced Promotional Card revenue does not contribute to and is not eligible for any other discounts for Service provided by the Company.

Total Purchase	Volume Discount
\$10,000-\$49,999	1%
\$50,000-\$99,999	2%
\$100,000-\$199,999	3%
\$200,000-\$499,999	5%
\$500,000-\$999,999	7%
\$1,000,000+	10%

E. No credit allowances apply to calls which are interrupted due to poor transmission, one-way transmission, or involuntary disconnections caused by Defects in Service. No credit allowance will be given to a user reaching a wrong number.

F. When purchasing Enhanced Promotional Card Service, Customer may specify Single Number Termination. This feature limits termination of calls placed by holder of the card to a telephone number designated by the Customer. No charge applies for this feature.

G. Directory Assistance is available to holders of the Enhanced Promotional Card at the rate and charges set forth in Section V.4. herein.

H. Customer may elect the Customized Greeting feature which callers will hear upon dialing the 800 access number. The maximum length of a Customized Greeting is 2 minutes.

Customized Greeting Charge \$600 Set-up charge

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)14. Prepaid Callina Card (Cont'd).03 Standard Prepaid Calling Card

A. Standard Prepaid Calling Card ("Standard Card") Service includes direct dial Outbound Service, Directory Assistance and limited Operator Service.

B. Standard Cards are available in whole dollar denominations up to \$100. Calls placed via Standard Card Service are billed in one minute increments with a one minute *minimum* initial period. A standard per minute rate is charged with no time-of-day discount. Rates are as follows.

Standard Rate	<u>Per Minute</u>
	\$0.41

C. Limited Operator Service is available with the Standard Card. Operator Service may be used to complete a call placed via rotary telephone or for informational assistance in completing a call. No third party billed or collect calls may be completed by Operator Service. In addition to applicable per minute charges shown in Section V.14..03.B. above, a surcharge of \$1.50 will be applied for each instance of use.

D. Volume Discounts - Volume discounts, as set forth below, are available to Customers whose total purchase of Standard Cards equals or exceeds \$10,000. Standard Card revenue does not contribute to and is not eligible for any other discount for Service provided by the Company.

<u>Total Purchase</u>	<u>Volume Discount</u>
\$10,000-\$49,999	1%
\$50,000-\$99,999	2%
\$100,000-\$199,999	3%
\$200,000-\$499,999	5%
\$500,000-\$999,999	7%
\$1,000,000+	10%

E. A credit allowance not to exceed one minute will be given to calls which are interrupted due to poor transmission, one-way transmission, or involuntary disconnections caused by Defects in Service. To receive credit, Customer must notify a Company Customer Service Representative of defective Service. No credit allowance will be given to a user reaching a wrong number.

F. When purchasing Standard Card Service, Customer may specify Single Number Termination. This feature limits termination of calls placed by holder of the card to a telephone number designated by the Customer. No charge applies for this feature.

G. Directory Assistance is available to Customers of the Standard Card at the rates and charges set forth in Section V.4. herein.

ii. Customer may elect the Customized Greeting feature which callers will hear upon dialing the 800 access number. The maximum length of a Customized Greeting is 2 minutes.

Customized Greeting Charge	\$600	Set - up
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charge

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)15. Classic *

Classic Service is a telecommunications Service designed for calling from multiple Customer locations to stations throughout the state and arranged so the Customer receives a single bill for all locations. This service is only available to Customers who subscribe to Company's interstate Classic Service and who are authorized by the Arizona Corporation Commission to provide telecommunication Service in the state to the general public on a public utility basis. Classic Service is comprised of two different product offerings, Classic Reseller Service and Classic Carrier Service.

.01 Classic Carrier Service

Classic Service is comprised of 1+ and Inbound Toll Free Service, Termination Service, Origination Service, Switched Service, Dedicated Access Service, Travel Card Service, and Directory Assistance Service. All services are available to Carrier Customers. Termination Service and Origination Service are not available to Reseller Customers.

Switched and Dedicated Access Service

Switched and Dedicated Access Service provide both Call Origination and Call Termination. Switched Service has switched access arrangements on both the originating and terminating ends; Dedicated Access Service has dedicated access arrangements on the originating end and switched access on the terminating end. The Customer may choose between these two Services. All Calls are billed in 6 second increments and are subject to a minimum connect time of 6 seconds. All Calls are rounded to the next highest 6 second increment, e.g. 7 seconds would be billed as 12 seconds. Intrastate Classic rates are subject to term or volume discounts. Rates for these services are as follows:

	<u>Rate Per Minute</u>	
	<u>Day</u>	<u>Won-day</u>
Switched Service	\$0.1171	\$0.1171
Dedicated Access Service	0.0781	0.0669

Basic Travel Card Service

With Basic Travel Card Service, the Customer receives an Authorization Code issued by the Company. Customers may then use this Authorization Code to access the Company network to complete long distance calls without the assistance of an operator and may charge those calls to their Authorization Code. All Basic Travel Card Service calls are billed at the rate set forth in V.12.02 for Switched Service. Basic Travel Card Service calls are not subject to any term or volume discounts.

Enhanced Travel Card Service

Refer to Section V.12.01 WilMAX Reseller Service Enhanced Travel Card Service for description and rates of this service.

Directory Assistance Service

Directory Assistance is available to Classic Customers at the rates and charges set forth in Section V.4 herein.

* All references to WilMax in the Rule8 and Regulations Section of this tariff also apply to the Classic Service.

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V. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

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VI. SPECIAL PROMOTIONAL OFFERING

The Company may from time to time engage in Special Promotional Offerings or trial Service offerings limited to certain dates, times, or locations designed to attract new subscribers or to increase subscriber awareness of a particular Tariff offering.

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